General Elec.

Lynn, Mass

(Reprinted By Teamsters' Joint Council No. 10 By Permission of the Publisher)

HAVERHILL JOURNAL

"There is nothing so powerful as truth"

20 Pages — HAVERHILL (MASS.) JOURNAL — Wednesday, January 30, 1963

An Editorial

Dictatorship, U. S. A.

...member, you and your family may be next. If the government can kick a man around they think is unpopular with some folks and do all right, THEY CAN DO THE SAME THING TO YOU.

So take a good hard look at the latest persecution by Atty. Gen. Bobby Kennedy of the International Brotherhood of Teamsters and then ask yourself whether this is the sort of thing that should occur in a free United States or only in a fascist Italy, a Nazi Germany, or a Communist Russia.

Under the Landrum-Griffin Act, all labor unions must bond their officers against any possible theft, embezzlement or improper disposal of union property. This is for the obvious protection of union members.

In accordance with the provisions of this bill, the Teamsters' Union, the largest single labor union in the world, having approximately 1,700,000 members, for some years has had a bond in the enormous sum of $95 million. This covers their 15 national officers and the 3,150 officers of their 450 local unions. There have been very few losses under this insurance so that the experience with it has given the Teamsters the lowest possible rating for this type of bond. Nevertheless, the Teamsters find their insurance cancelled and when they tried to find another insurance company to write the bond, no one would write it.

Payments for this type of bond in smaller amounts are generally about 1½ per cent but presumably for a bond of this size the percentage would be less — somewhere around three-quarters of 1 per cent. On $95 million, this still amounts to a fee of somewhere around $750,000 a year.

This would obviously be a very desirable account for any bonding company. But in a TV program Monday evening James R. Hoffa charged that he had discovered the reason why no bonding company would write the bond for the Teamsters was pressure by Atty. Gen. ...

Mr. Hoffa is 100 per cent correct. This newspaper made some inquiries in the Boston insurance market and discovered that Boston branches of three large national insurance companies had all been informed by their home office that they were not to write any bonds for any Teamster locals. It is therefore obvious that Atty. Gen. Kennedy and his office have been doing exactly what Hoffa charges — namely preventing the Teamsters' Union from obtaining the bond required under the Landrum-Griffin Act. Under the bill, unless the officers are so bonded they cannot serve as officers of the union.

THINK OF THE OUTRAGEOUSNESS OF THIS PERFORMANCE BY THE ATTORNEY GENERAL. HE HAS SWORN TO UPHOLD THE LAWS OF THE UNITED STATES. YET HIS OFFICE IS DELIBERATELY GOING AROUND ATTEMPTING TO MAKE IT IMPOSSIBLE FOR THE TEAMSTERS TO COMPLY WITH THE LAW. PRESUMABLY IF THEY DO NOT COMPLY HE THEN INTENDS TO PROSECUTE THEM FOR NOT DOING SO.

IF ANYONE CAN THINK OF A MORE SHAMEFUL, A MORE UN-AMERICAN OR A MORE DISGRACEFUL PERFORMANCE THAN THIS, WE WOULD LIKE TO HEAR ABOUT IT.

... has become convinced that Atty. Gen. Kennedy is carrying on nothing but a personal feud against James Hoffa and the Teamsters.

Atty. Gen. Kennedy makes a great show of saying that Mr. Hoffa is a very bad man and ought to be removed as head of the Teamsters. Yet while the government has indicted Hoffa four different times in the last five years, he has been acquitted in every case by the jury or a mistrial has been declared. If Mr. Hoffa is such a bad man, why isn't he convicted?

The answer is pretty obvious: namely, that the government is not prosecuting Mr. Hoffa for crime but persecuting him because he won't go along with the Kennedys and knuckle under as all labor leaders and all the rest of us are supposed to do.

... companies dared to raise ... General's brother, President Kennedy, used some strong language and said his father told him that all businessmen were sons of bitches. In the face of a few harsh words, Roger Blough and officials of the steel corporations across the country abjectly collapsed. The difference between the steel presidents and Mr. Hoffa is that being made of tougher stuff, Mr. Hoffa has NOT yielded to far greater pressure than was ever brought against the steel corporations.

Hoffa has, therefore, committed the unforgivable sin so far as the Kennedys are concerned. These spoiled young men, born to great wealth and always having their own way, become simply infuriated when people stand up to them and defy them.

They then react in a way that never occurred in the United States before. The Kennedys act, not like the elected servants of the people, but like dictators, contemptuous of the great mass of people. They apparently consider the people fit only to do their will.

Unlike many voters, the publisher of this newspaper had an ample chance to see the Kennedys in operation from the inside. From our experience with the President's father, Joseph P. Kennedy, we can tell our readers that the President and his brother, the attorney general, are the children of a ruthless father and unless some of the members of Congress, some newspaper publishers, some businessmen and some labor leaders stand up to the Kennedys the way Mr. Hoffa has done, the dictatorship which the Kennedys are rapidly fastening on the United States will become a permanent enslavement.

THIS EDITORIAL IS NOT WRITTEN FROM A PARTISAN POLITICAL STANDPOINT BUT AS A GRAVE WARNING THAT OUR MOST PRECIOUS AMERICAN BIRTHRIGHT, OUR FREEDOM, IS IN DESPERATE PERIL FROM THE RUTHLESSNESS OF THE KENNEDYS. DON'T FORGET — IT MAY BE MR. HOFFA TODAY, BUT IT COULD BE YOU TOMORROW.

ORGANIZING -

General Electric - Lynn, Massachusetts

Teamsters Mean Power At The Bargaining Table!

This is the Teamster Way--the kind of hard fighting, hard-hitting unionism needed so desperately by General Electric Plant Workers. Unlike Carey of IUE who committed himself to management for a small wage hike for GE Workers, President Hoffa battled for his members and won them a $20.00 weekly wage boost and fringe benefits totalling 55 cents per hour!

No other union in the United States has shown the growth of the Teamsters, and won the gains chalked-up by the Teamsters. Ride with the Teamsters and force the giant of industry to sit down at the bargaining table with the giant of American labor.

An authorization blank was sent to you in the last mailing. Please pass on the enclosed blank to a friend to fill out, sign and mail in.

TEAM UP WITH THE TEAMSTERS!

THE KEY TO AN IMPROVED FUTURE

SIGN YOUR NLRB CARD TODAY

Nicholas F. Morrissey
General Organizer
International Brotherhood
of Teamsters and
Director of Teamsters'
Joint Council No.10
650 Beacon Street
Boston-15, Massachusetts

TEAMSTERS GE ORGANIZING COMMITTEE
96 FORD ST. LYNN, MASS.
TELEPHONE LY 8-2360

ORGANIZING -

General Electric -

Lynn, Massachusetts

X

JKH -

Call him in and go over this thoroughly - I don't think its worth it.

JKH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

OFFICE OF
NICHOLAS F. MORRISSEY
GENERAL ORGANIZER
650 BEACON STREET

BOSTON 15, MASSACHUSETTS

21 February 1963

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, Northwest
Washington 1, D. C.

RE: Organizational Program
General Electric ---
Lynn-Everett Area.

Dear Sir and Brother:

The undersigned, over the past two years, has had a constantly developing program of organization under way at the Lynn-Everett plants of the General Electric Company.

The contract in effect between the IUE and the General Electric Company terminates in October of 1963. This office was sought out by certain employees of the General Electric Company, many of whom were members of the IUE; several were former members of the UE. All are presently employees of the General Electric Company. They approached this office with the firm conviction that the Teamsters would be an excellent successor for the two above-named organizations.

This committee arrived at this conclusion because the UE and the IUE have been battling over representation rights with the General Electric Company for such a long time, as is indicated in the enclosed photocopy of story from Business Week for April 2nd, 1960, that they have rendered themselves ineffective, particularly in the grievance area, so that they have an attitude of "A Plague on Both Your Houses", so, therefore, they are appealing to the Teamsters International Union to put on an organizational program on their behalf.

THERE ARE PRESENTLY 13,000 PEOPLE IN THIS UNIT.

Over the past year, and prior to the 3-year rule being instituted as a bar, this committee and myself were successful

in getting over 1700 authorization cards signed. After talking with House Counsel Bartosic, there is some question in my mind as to whether or not these cards, presently, would be accepted by the Board.

In view of the foregoing and in concert with our previous conversation relative to the above project during your visit to Boston, I plan to go ahead with this program on an intensive scale. In this regard, I have made a commitment on a hall directly opposite the main gates of the General Electric plant in Lynn, Massachusetts, at a total cost of $600 for the next 10 months. In addition thereto, I have obtained the rates from a local radio station, which are herein furnished for your information.

	6 days	4 weeks	13 weeks	26 weeks
60 second once a day	$42.00	$168.00	$468.00	$936.00
60 second twice a day	66.00	264.00	858.00	1716.00
60 second thrice a day	90.00	366.00	1170.00	2340.00
5 minutes once a day	90.00	216.00	936.00	1872.00
60 sec once a day plus 5 minutes	132.00	384.00	1404.00	2808.00 ✓
60 sec twice a day plus 5 minutes	156.00	480.00	1794.00	3588.00
60 sec thrice day plus 5 minutes	$180.00	$576.00	$2106.00	$4212.00

In addition to the above spot rates, there are presently open for sponsorship five-minute news broadcasts at the following times:

6:00 a m
9:00 a m
3:00 p m
4:00 p m
5:30 p m

The sponsor is given a 15 second opening commercial, a one-minute middles commercial, and a 15 second closing commercial. The charge for such a broadcast of the news is $54.00 for a six-day period.

It is my opinion, after examination of pertinent statistics, that our program would be most effective by sponsoring the 6 a m and the 4 p m news for a twenty-six week period, as these news broadcasts occur at a time when the shifts are changing

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I, therefore, recommend that the International Union sponsor the above-mentioned news broadcasts at 6 am and 4 pm on a 6-day week for a period of 26 weeks, and I request that the International Union underwrite this sponsorship in the amount of $280[redacted]

It may become necessary, in addition to the above, to make spot announcemmmts, including tapes of messages and interviews with our General President, as our drive picks up speed, and, with your permission, I will be in touch with you on these spots.

I would appreciate your approval on the news sponsorship on the above-described basis as soon as possible as the opposition may buy the time and foreclose on us.

I further recommend that the total program described above be underwritten by the International Union.

It will be necessary to assign staff on a permanent basis with the necessary publication and organizational activities expected of such staff. However, I will discuss this additional phase of the program at a subsequent time.

Enclosed for your additional information is a partial copy of a CPA's audit to Carey of the accounts of the IUE as they relate to certain named individuals as described in the accounts and are furnished particularly in view of the fact that my informant advises that Carey, as a result of the formal charges that are being prepared, went to Bobby Kennedy to get this matter straightened out and, my informant says, Bobby Kennedy rebuffed Carey, and that presently Carey is working through Senator Stuart Symington on Kennedy to cause this matter to be quietly disposed of within the Department of Labor, and I am further advised that Carey has a contract covering certain employees of Senator Symington in the electrical manufacturing industry. Could this be a "sweetheart" contract?

With kind personal regards, I am

Fraternally yours
Nicholas P. Morrissey

Nicholas P. Morrissey
General Organizer

NPM/co

PS: Enclosed is a newsclip on the arrest of Angelo Colella, IUE.

Encs: 3 as above.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
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Richalee P. Morrissey
General Organizer

MPM/cc
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Encs: 3 as above.

SECRET BALLOT under NLRB rules was fourth at Lynn in 10 years. IUE's edge is less now.

CAMPAIGN was fought fiercely by both sides. At plant entrance, IUE advertises with signs, leaflets.

GE Leaves Scores Unsettled

—including a [illegible] Louisville's Appliance Park.

• **Indecisive Vote**—The election was held last week after months of delays. Rival campaigns reached a climax, and workers went to the polling places tense but quiet (pictures). Everyone hoped for a decisive vote. There wasn't one.

IUE held onto its jurisdiction. UE lost its bid but it suffered a setback almost certain to delay its efforts to return to national prestige. But the narrow margin of the IUE's victory leaves GE still contending with a touchy plant situation. There is no firmly seated union representing its employees. The rival unions are evenly balanced and waiting and each watching to seize on the other's mistakes for strategic purposes.

[illegible] together. They'll be back at it again next year," says Robert A. Burns, GE Lynn manager of employee and community relations. What this means for national bargaining, due this fall between GE and the unions, is the question now being debated hotly.

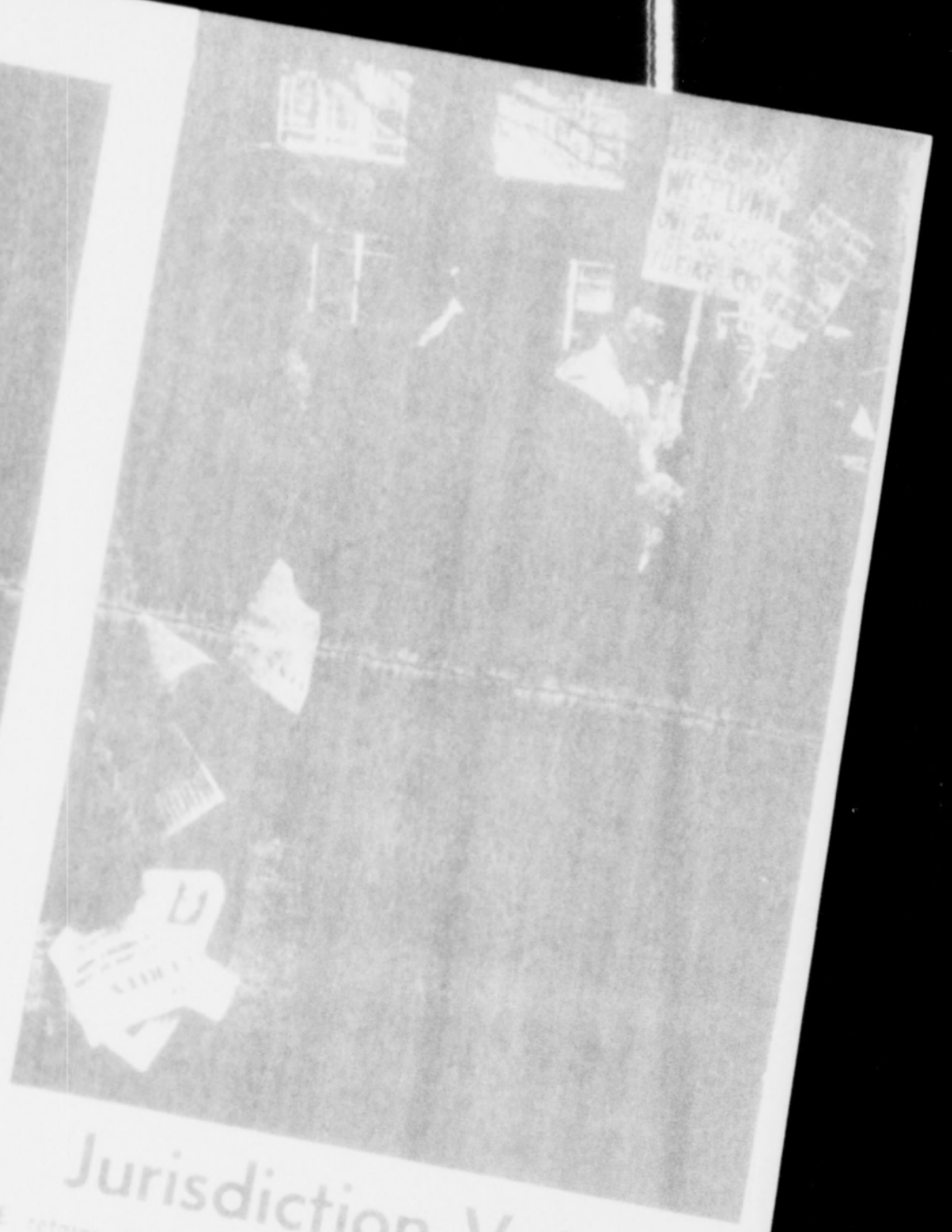
• **In the Way**—In the past, the Lynn local has been a stumbling block to IUE's tough bargaining plans. In 1955, IUE Pres. James B. Carey was booed out of a meeting by the membership of the Lynn local. In 1958, Lynn led the three major GE locals—Lynn, Pittsfield, and Schenectady—in refusing to give IUE's GE Conference a strike authorization.

Some observers say the outcome of the Lynn election last week hasn't changed the picture. The strong UE [illegible] representation in Lynn, IUE [illegible] strongly acting as a drag on strike action. If Carey pushes a get-tough line and winds up with a long and possibly lost strike, it might well lead to a loss of the Lynn jurisdiction—with others to follow. This threat might be enough to check Carey's normally explosive temper.

• **Defection Help**—But others aren't so sure. They point out that Carey's forces in the Lynn local are now more strongly entrenched than ever. The strike-shy leaders inside IUE either defected to UE as the campaign progressed or dropped out entirely, leaving the local in the hands of the pro-international forces. Carey's union probably could get a strike authorization vote by Local 201 members if it asked for one.

But it would be the kind of vote that

OPPONENTS Albert Fitzgerald, UE president (above), and Al Hartnett, IUE secretary-treasurer (below), both sought knockout victory—but in vain.



Jurisdiction Vote at

IUE retains its representation at Lynn plant—but by so close a margin that its rival, leftwing UE, is still a threat

BUSINESS WEEK • Apr. 2, 1960

Labor Steps Up Political Action

COPE regional meetings urge union leaders to take time off from economic activities to help candidates.

Ad

Bloeni

John Lowe	same as Considine above.
Wm. McCue	All charges. Same as Barker, Barral and Colella, etc.
Harry McIntyre	Same as Considine above.
Fred Meneeh	Same as Adams above.
J. Palagano	Gas, oil and services, same as Bleehinger above.
James Parker	Same as Considine above.
James Pierce	Same as Adams above.
Frank Pugliano	" " " "
Deanld Ready	" " " "
Raymond Standler	Same as Considine above.
Joseph Williams	Same as Adams Above.
V Zeiigler	Same as Considine above.

The CPA have informed Carey of a second list headed by IUE National Executive Board member Dan Arnold and IUE General vice- president Milton Weihrauch whose associate, in the words of the CPA, "are not subject to reasonable audit".

The accounting firm of Main Company made only a partial audit and then resigned as IUE auditors. They have announced publicly that they will turn over the CPA papers only to another recognized CPA firm. The chairman of the IUE auditing committee (National) resigned rather than sign a Trustees report clearing Carey and the National IUE. The other trustees signed the report clearing Carey and the National IUE. The other trustees signed the report and are subject, sooner or later, to whatever penalties trustees get for signing false reports.

The gossip in the National IUE office is that Carey is trying to arrange that Colella, and the other two arrested, should take the rap for everybody and as further FBI investigation should be made. (It was FBI that picked up Colella and his two friends.) Senator Symington, former president of Emerson Electric in St. Louis, who helped Carey bust up UE at Emerson may be counted on to do what he can to cover up Carey. There is no guarantee though that Colella won't 'sing' if Carey tries to throw him to the wolves.

There were various methods used to steal the money.

1. Vouchers for work done by non-existing persons. When the voucher is paid the IUE official pockets the money.

2. Payments to hotels and motels never made. The clerks are bribed to make up phony vouchers for weeks spent in a motel or hotel. The vouchers are then submitted, paid for and the IUE official pockets the money. These vouchers also provide the base for additional $10. daily meal money.

3. Conspiracy with service stations for charges on credit cards. The charges are paid by IUE to the credit company. The credit company pays the service stations.

The service stations then split with the IUE officials for payment of purchase never made.

4. In one instance so far recorded, an IUE official printed up bill-heads for a non existing motel and submitted vouchers and received payment of over $11,000. in just one year.

5. Karl Riley claimed that the thefts come to around $1 million . Hartnett claimed evidence that the Peurto Rican thing alone came to just under $100,000.00

UnlessCarey can get his political and manufacturing friends who built him up, to quash the investigation, they will all get the works, not only for theft, but in addition, not reporting their income from theft to Internal Revenue.

The heading of "other" by the CPA firm covers a variety of methods used to steal union money. For instance, in the most spectacular case, an IUE National Vice President (Bob Wyrock) on the Eastern Coast submitted bills for airplane travel and sever l weeks of living and other expenses or "servicing" a New Jersey run away shop in Calif. It turned out that he never showed up at the Calif. shop but got off the plane at Los Vegas. The time and Expense of four Las Vegas vacations showed up as legitimate Union expense and was paid for.

Richard Bauer, the National comptroller was, together with Jim Sweeney, formerly of Lynn, picked up by police in Cleveland for assaulting an IUE member who supported Hartnett.

Carey chose Bauer as acting Sec. Treasurer to replace Hartnett, but Bauer had never been an IUE member or any other kind of union member. The Executive Board of IUE used Bauer's non union membership as reason not to make him Sec. Treas. They chose George Collins, former Vice President of District 4, who was assistant to the National IUE Vice pres. who made the Las Vegas trip.

Daily Evening It

HUE Official Held At San Juan In Em

Colella One Of 3 Charged

ORGANIZING -

General Electric
Lynn, Massachusetts

October 16, 1962

Mr. Nicholas P. Morriasey
General Organizer
International Brotherhood of
Teamsters
650 Beacon Street
Boston 15, Massachusetts

Dear Nick:

This is by way of confirmation of our telephone conversation of October 15, 1962, with respect to the filing of an NLRB petition by the Teamsters for the GE River Works Plant.

As you noted, under the present circumstances and the current contract-bar rules of the Board, a timely petition could be filed after October 24, 1962. However, on the basis of a review of the applicable cases and discussions with staff members of the Office of Executive Secretary of the NLRB, it is my opinion that the Board would either dismiss or would hold without processing any such petition in the light of the pending Section 8(a)(5) refusal-to-bargain complaint issued against GE at the instance of the IUE. The Trial Examiner has not yet issued his Intermediate Report on that complaint. Further, even if he should find in favor of GE, the IUE would undoubtedly file exceptions with the Board and the Board would not entertain a

rival petition until either it has dismissed the complaint or, if a violation is found by the Board, until it has determined that the refusal to bargain has been remedied. This will, of course, take at least several months and it may take a year or more.

Finally, it is very relevant that the Labor Board is giving active consideration to changing from a two-year to a three-year contract-bar rule. It is likely that the Board will make this change; it is more difficult to predict whether the new rule will be applied only prospectively or will also be applied retroactively to contracts negotiatwd prior to the change.

If I can be of further assistance to you in this or any other matter, please let me know.

With best wishes and warm regards,

Sincerely yours,

Florian Bartosic
House Counsel

FB:JCS

From the Desk of:
JAMES R. HOFFA

Date

Burt

Please check
this with
~~Burt~~
Morrissey

Telefax

WESTERN UNION

SENDING BLANK

Telefax

CALL LETTERS: MDV

CHARGE TO: Int'l Brotherhood of Teamsters

ORGANIZING -

Mr. Nicholas P. Morrissey
650 Beacon Street
Boston 15, Mass.

The following wire received in this office today - "Without expense have organized Lynn General Electric Plants. Receiving pledge cards in thousands but are not receiving international support. Our hands tied to fight re-organization committee of IUE. Unless we receive your immediate support bottom will drop out. Element of time very important. Immediate action from you will be reply to this letter. - Signed - GE Teamsters Committee." Please investigate this situation and report to me.

James R. Hoffa, General President

Send the above message, subject to the terms on back hereof, which are hereby agreed to

PLEASE TYPE OR WRITE PLAINLY WITHIN BORDER—DO NOT FOLD

1249—(3 4-55)

Telex

WESTERN UNION

SENDING BLANK

Telefax

ALL LETTERS MDV CHARGE TO Int'l Brotherhood of Teamsters

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650 Beacon Street
Boston 15, Mass.

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James R. Hoffa, General President

~~Gen. Elec. - Lynn, Mass.~~
X D & R - CIO - Electrical Workers

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1269—(R 4-55)

WESTERN UNION

B L 039 NL PD LYNN MASS 19

HAROLD GIBBONS VICE PRESIDENT

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOUISIANA AVE WASHDC

WITHOUT EXPENSE HAVE ORGANIZED LYNN GENERAL ELECTRIC PLANTS.

RECEIVING PLEDGE CARDS IN THOUSANDS BUT ARE NOT RECEIVING

INTERNATIONAL SUPPORT. OUR HANDS TIED TO FIGHT RE-ORGANIZATION

COMMITTEE OF IUE. UNLESS WE RECEIVE YOUR IMMEDIATE SUPPORT

BUTTON WILL DROP OUT. ELEMENT OF TIME VERY IMPORTANT. IMMEDIATE

ACTION FROM YOU WILL BE REPLY TO THIS LETTER

R E TEAMSTER COMMITTEE.

1962 APR 20 AM 8 50

FAX

OFFICE OF GENERAL PRESIDENT

APR 20 9 00 AM 1962

RECEIVED C.W.A. & I.U. OF A.

1870 (1-61)

March 19, 1962

Mr. Nicholas P. Morrissey
General Organizer
International Brotherhood of
Teamsters
650 Beacon Street
Boston 15, Massachusetts

Dear Nick:

In accordance with your request, I am returning your copy of the River Works Supplemental Agreement between IUE, Local 201 and GE.

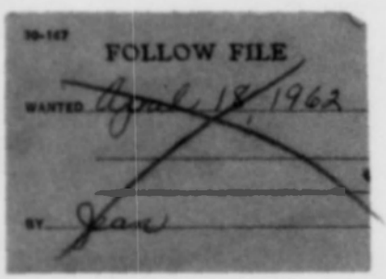
As soon as I obtain copies of the Section 8(a)(5) charges filed by the IUE against GE and the complaint issued by the Labor Board against GE, I will forward them to you. In addition, as soon as the Trial Examiner issues his Intermediate Report in the case, I will be in touch with you promptly.

With best wishes and warm regards,

Sincerely yours,

Florian J. Bartosic
House Counsel

FJB:JCS



8(a)(5) charges
Includes all IUE units
at GE

Separate unit, but joint request for
bargaining

70-60 days from Oct 20th 24

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CHAUFFEURS · WAREHOUSEMEN & HELPERS

OF AMERICA

OFFICE OF
NICHOLAS P. MORRISSEY
GENERAL ORGANIZER
690 BEACON STREET

BOSTON 15, MASSACHUSETTS

16 March 1962

Mr. Florian J. Bartosic, House Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue, Northwest
Washington 1, D. C.

RE: GE - IUE National Agreement and River Works Supplemental Agreement Local 201 IUE.

Dear Sir and Brother:

The enclosures are self-explanatory and are furnished in accordance with our telephonic understanding of this date. You may keep the GE - IUE National Agreement. I would appreciate your returning the River Works Supplemental Agreement after it has served your purposes.

Fraternally yours

Nicholas P. Morrissey

Nicholas P. Morrissey
General Organizer

NPM/co

Enc: 2 as above.

Answered by phone call - Bartosic to Morrissey - 3/19/62
fpb

GENERAL ELECTRIC

RIVER WORKS

SUPPLEMENTAL AGREEMENT

BETWEEN

GENERAL ELECTRIC COMPANY

(RIVER WORKS PLANT)

AND

LOCAL 201, IUE (CIO)

This Supplemental Agreement is entered into between the GENERAL ELECTRIC COMPANY (hereinafter referred to as the "Company") and LOCAL 201 of the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS (CIO), (hereinafter referred to as the "Local"), pursuant to Section 2 of Article XI of the GE-IUE (CIO) National Agreement, dated August 15, 1955, and shall be applicable only to the IUE (CIO) Local 201 bargaining unit represented by the Local at the Company's River Works Plant located in West Lynn and Everett, Massachusetts (hereinafter referred to as the "Plant").

1. *Layoff and Recall Procedure*

The provision of Section 1, Article XI, of the said GE-IUE (CIO) National Agreement shall be deemed to be a part of this Supplemental Agreement. The provisions of Section 1, Article XI, shall, pursuant to this Supplemental Agreement, be specifically applied within the Plant as follows:

A. When a classification in a Department under an immediate supervisor is affected by lack of work, the employee on that classification with the least total length of continuous service will be given at least one week's notice of transfer or removal.

B. Every reasonable effort will be made to place the affected employee as quickly as possible during the notice period.

C. An employee transferring under D2 or 3 of the following procedure will be placed in his Department unless he can be placed on a higher rated classification plant-wide.

D. In general, each employee affected by lack of work with more than six months' service

credits will be considered for transfer or removal as follows:

1. He shall be transferred to an open classification* for which he is qualified in his Department or within the Plant, unless he elects to displace on a higher rated classification under D2 or D4.

*A transfer to an open classification is not mandatory under the following conditions:

(a) In the Department —

When there are two or less open equally rated comparable classifications.

(b) In the Plant —

When there are five or less open equally rated comparable classifications.

2. If the employee is not transferred as in paragraph 1, he may be transferred in his Department to his present or any previous available classification.

3. If the employee is not transferred as in paragraph 1 or 2 he may elect to transfer in his Department to an available classification (non-comparable) for which he is qualified.

4. If an employee is not transferred as in paragraph 1 or 2, and he does not elect to be transferred as in paragraph 3, he will be transferred to the highest rated available classification in the Plant for which he is qualified considering his entire Company classification record.

5. If the employee is not offered a classification comparable to the highest rated classification from which he has been laid off

within one year, he may choose between work offered and a lack of work removal.

E. An employee with a physical limitation as determined by the Company Dispensary will be transferred to a suitable available classification under the steps of this procedure.

F. This procedure will apply to any employee displaced by the procedure.

G. Where the procedure affords an opportunity for choice on the part of an employee, this choice must be made within twenty-four hours of the time that the employee is informed of such choice.

H. This procedure does not apply in a temporary lack of work situation. A temporary lack of work situation will be reviewed continually by the Company and when it is determined that the situation will last for more than a four week period, the affected employees shall be given a week's work or pay in lieu thereof at the prevailing schedule and shall be transferred under this procedure. This provision will not apply to temporary lack of work resulting from a labor dispute. The Company will make every reasonable attempt to provide an employee on temporary lack of work with temporary placement on available work for which he is qualified.

I. A Lynn area resident working in Lynn or an Everett area resident working in Everett may elect to accept a lack of work removal if his placement is in the opposite plant.

J. An employee will not be transferred to a classification where the Company forecasts that work will not be available for him for more than four weeks.

K. An employee affected by lack of work will not be offered a Foundry placement unless his only alternative is a lack of work removal and he applies for Foundry placement on the form provided by the Central Personnel Office.

L. When openings occur an employee laid off or reduced in rate because of lack of work shall be recalled in accordance with his total length of continuous service to work for which he is qualified considering his entire Company classification record.

II. *Definition of Terms*

A. Comparable (Hourly)

1. R14 and below—Those hourly classifications equally rated or within two steps lower which would allow an employee to transfer from one to the other with a maximum of two weeks break-in time.

2. R15 and above—Those hourly classifications equally rated or within two steps lower which would allow an employee to transfer from one to another with a maximum of four weeks break-in time.

B. Comparable (Salary)

1. Those salary classifications equally graded or one grade lower which would allow an employee to transfer from one to another with a maximum of four weeks break-in time.

C. Non-Comparable (Hourly)

1. Those hourly classifications not defined as comparable.

D. Non-Comparable (Salary)

1. Those salary classifications not defined as comparable.

E. Suitable classification

1. One which may be performed by an employee in conformance with his physical limitation as determined by the Company Dispensary.

F. Available

1. An open classification.

2. A classification to which an employee with less Company service is assigned.

G. Immediate Supervisor (Hourly)

1. The supervisor to whom the employee reports directly.

H. Immediate Supervisor (Salary)

1. A unit supervisor or the second layer of supervision.

I. Department

1. The Departments of the River Works pursuant to this Supplemental Agreement are, subject to revision because of business conditions or organization changes, as follows:

(a) Medium Steam Turbine, Generator and Gear Department

(b) Small Aircraft Engine Department—Lynn

(c) Small Aircraft Engine Department—Everett

(d) Aircraft Accessory Turbine Department

(e) Iron Foundry Department—Lynn

(f) Steel Foundry Department—Everett

(g) Rectifier Department

III. *Modification and Termination*

This Supplemental Agreement will remain in full force and effect as long as Local 201, IUE (CIO) remains the certified bargaining agent for employees covered by this agreement but may be terminated or modified in accordance with Articles XXIX and XXX of the National Agreement.

Date June 7, 1957

LOCAL 201, INTERNATIONAL UNION OF ELECTRICAL RADIO AND MACHINE WORKERS (CIO)

James T. Leonard
Thomas B. McQueeney
Austin W. Brewin

GENERAL ELECTRIC COMPANY

R. A. Farrell
R. M. Holland
B. W. Ingles
S. F. Cushing
David B. Warren

John H. Callahan
IUE AFL-CIO

R. E. Zaeh
(for) Manager—Union Relations
General Electric Company

IR-61-62
Middletown, Ohio

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF TRIAL EXAMINERS
WASHINGTON, D. C.

THE PHILIP-CAREY MANUFACTURING COMPANY
(MIAMI CABINET DIVISION)

and

Cases Nos. 9-CA-2192
9-CA-2240

INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-AFL-CIO, AND ITS LOCAL UNION NO. 689

H. David Camp, Esq., for the General Counsel.
Taft, Stettinius and Hollister, Cincinnati, Ohio, by J. Mack Swigert, Esq., and Frank H. Stewart, Esq., for the Respondent.
Lowell Goerlich, Esq., Washington, D. C., and Messrs. Ray Ross and C. J. Hyde, Springfield, Ohio, for the Charging Party.

For Release AFTERNOON Papers

FEB 23 1962

Before: Sidney Sherman, Trial Examiner.

INTERMEDIATE REPORT

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This proceeding was heard at Middletown, Ohio, on various dates beginning on October 3 and ending on October 31, 1961. The issues litigated were whether the Respondent violated Section 8(a)(1), (3) and (5) of the Act. All parties filed briefs after the hearing. 1/

Upon the entire record, 2/ and my observation of the witnesses, I hereby adopt the following findings and conclusions:

I. The business of the Respondent

The Respondent, an Ohio corporation, is engaged at its plant in Middletown, Ohio, in the manufacture of steel bathroom cabinets, kitchen sinks, range hoods, and allied products. From this plant, the Respondent annually ships to out-of-State points products valued in excess of $50,000.

1/ The briefs attest the industry and skill of counsel.

2/ See Appendix A attached hereto for corrections of the record.
At the hearing I reserved ruling on the admissibility of Charging Party's Exhibits, Nos. 1, 6, 7 and 8. I have determined to reject No. 1, as there is insufficient showing of sponsorship thereof by the Respondent, and to admit the others.
At the hearing, I admitted certain exhibits (Charging Party's Nos. 4 and 5) purporting to be transcriptions of depositions taken by the Charging Party in connection with certain State court proceedings. The Respondent challenged the admissibility of such depositions on the ground that they did not conform in certain technical respects with State and Federal requirements. However, I take it that those requirements affect only the use of such depositions as affirmative evidence and do not relate to their use for the purpose of impeachment, which is the only purpose for which they were admitted here. In any event, I have not found it necessary to rely on the contents of these depositions and have not relied thereon, except insofar as they were read verbatim into the record at the hearing and adopted by the deponent while testifying as a witness herein.

I find that the Respondent was at all material times engaged in commerce within the meaning of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. The labor organizations involved

United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-AFL-CIO, hereinafter called the Union, and its Local Union No. 689, are labor organizations within the meaning of Section 2(5) of the Act.

III. Procedural matters

A. The motion to sever

At the opening of the hearing I denied the Respondent's motion to sever Case No. 9-CA-2192 from Case No. 9-CA-2240, both of which had been ordered by the Regional Director to be consolidated for hearing. In its brief, the Respondent renews its contention that such consolidation was improper. Understanding of this matter may be aided by the following chronology:

The charge in 9-CA-2192, served on Respondent on September 26, 1960, alleged violations of Section 8(a)(5) and (1) of the Act. The charge in 9-CA-2240, served on December 8, 1960, alleged violations of Section 8(a)(1), (3), and (5) of the Act. The 8(a)(3) violation was alleged to consist only in the Respondent's discriminatory denial of vacation pay to strikers. On July 28, 1961, the Regional Director ordered consolidation of both cases and issued the original complaint herein. On September 12, 1961, an amendment was filed applicable to the charges in both cases, alleging, inter alia, a violation of Section 8(a)(3) of the Act by refusing to reinstate strikers on August 3 and 9, 1961. The substance of this allegation was incorporated in the complaint by amendment at the hearing.

In its brief, the Respondent contends that it was prejudiced by the consolidation of the two cases, Respondent's theory apparently being that but for such consolidation the amendment to the instant charges on September 12, 1961, alleging for the first time Respondent's refusal to reinstate the strikers, would have been untimely.

This argument seems to assume (1) that any violation of Section 8(a)(3) of the Act matured with respect to many of the strikers in November 1960 and February 1961, when they were notified of their replacement, and not in August 1961, when they first applied for reinstatement, and (2) that the amendment of September 12, 1961, to the charges herein relates back to the date of filing of the initial charges herein and is therefore timely under Section 10(b) of the Act with respect to the foregoing notices of replacement, and (3) that, but for the order of consolidation, such amendment could not properly have been filed, and any 8(a)(3) charge with respect to reinstatement of the foregoing strikers would therefore have been barred by Section 10(b) of the Act.

As to (1), the violation alleged is not replacement of the strikers, which is not in itself unlawful, but the refusal to reinstate them upon application, which did not occur until August 1961, and it is therefore from that date that the 6-month period of limitations in Section 10(b) runs. It follows that the September 1961 amendment to the charges was timely, even if it did not relate back to any prior date. Moreover, as to (3) above, I am aware of no basis for holding that such amendment would not have been permissible if the cases had not been

consolidated. No valid reason is suggested why, in the absence of consolidation, the same amendment could not have been filed separately, with respect to either or both charges. 3/

Accordingly, I find no merit in the contention that consolidation of the instant cases was improper or prejudiced.

B. The "Greenville Cotton" issue

Respondent also raised a contention at the hearing, based on the Board's ruling in Greenville Cotton Oil Company, 92 NLRB 1033. This case held that Section 10(b) of the Act precludes the Board from entertaining a charge that a respondent has violated Section 8(a)(3) of the Act by refusing to reinstate unfair labor practices strikers, if the unfair labor practices which allegedly caused the strike occurred more than 6 months before the filing of the charge.

At the instant hearing, the General Counsel moved to amend the complaint to add an allegation that the Respondent violated Section 8(a)(3) of the Act by refusing in August 1961 to reinstate unfair labor practice strikers. The Respondent opposed this motion on the ground that such allegation would require litigation of events antedating the strike, which began on September 6, 1960, and that the Board was barred by the rule of the Greenville Cotton case, supra, from litigating such events. It is true that the first reference in the charges to the refusal to reinstate strikers is contained in the amendment of September 12, 1961, which was more than a year after the inception of the alleged unfair labor practice strike. Assuming that such amendment was filed more than 6 months after any unfair labor practices that may have prolonged the strike, and that the amendment did not relate back to the filing dates of the original charges, 4/ I still would not deem the rule of the Greenville case controlling here. In that case, unlike here, no timely charge was filed with respect to the unfair labor practices alleged to have provoked the strike. It is clear from the Board's decision in Brown and Root, Inc. 5/ that where a timely charge is filed alleging an unlawful refusal to bargain (and the Board finds such a refusal), any subsequent charge that a strike provoked by such refusal was an unfair labor practice strike, and that the denial of reinstatement to the strikers therefore was unlawful, need not be filed within 6 months after the refusal to bargain. It is true that here, unlike Brown and Root, the refusal to bargain and the refusal to reinstate are being litigated in the same proceeding rather than in two successive proceedings. However, the procedure in the instant case of trying both

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3/ There seems implicit in Respondent's argument on this point the thought that an amendment to a charge must be limited to a violation of the same section of the Act as is alleged in the original charge. I am aware of no basis for this view. If the amendment alleges a different class of violation, that fact may affect the retroactivity of the amendment, but not the right to file the amendment. It thus becomes moot to consider what appears to be an alternative contention of Respondent--namely, that the original 8(a)(3) allegation, the charge in 9-CA-2240 (relating to denial of vacation pay to strikers) has been drained of vitality (because not incorporated in the complaint) and is therefore no longer available to support the filing of the September 1961 amendment to that charge.

4/ The Respondent does not dispute that the initial charges herein were timely with respect to its alleged refusal to bargain.

5/ 99 NLRB 1031, 1035-1036.

issues together will afford speedier relief to all parties concerned, 6/ and in that respect will better serve the cause of justice, as well as better effectuate the policy of Section 10(b) against dilatory proceedings.

C. The variance issue

Another contention urged by Respondent at the hearing was that the instant charges did not support the allegation in the complaint that the Respondent had violated Section 8(a)(3) of the Act by granting superseniority to nonstrikers and strike replacements. It is true that the charges, as amended, do not allege such a violation, although they do allege other violations of Section 8(a)(3) (denial of vacation pay to, and refusal to reinstate, strikers). This raises the question whether there is a fatal variance in this respect between the charges and the complaint.

In N.L.R.B. v. Fant Milling Co., 360 U.S. 301, the court held that the Board is empowered to adjudicate unfair labor practices not alleged in the charge, but alleged in the complaint and which are "related to" the unfair labor practices alleged in the charge and "grow out of them while the proceeding is pending before the Board." The General Counsel contends that the alleged grant of superseniority to nonstrikers was related to and grew out of the refusal to bargain in good faith cited in the charge. This would seem to involve, however, a novel extension of the rule of the Fant Milling case, and it may well be doubted whether such an extension is proper. However, for purposes of this case, I have determined to assume, without deciding, that the foregoing variance is not fatal and to consider the merits of the allegation in the complaint relating to the grant of superseniority.

IV. The unfair labor practices

A. Factual summary

1. The election campaign

About January 1, 1960, 7/ the Union began its campaign to organize the Respondent's Middletown, Ohio, plant, and on January 25 filed a petition for an election. Literature was distributed to employees by the Union between January 18, and the election on March 9. These handbills advised the employees of the developments in the representation proceeding, stressed the benefits of unionization, and disparaged the Respondent's campaign tactics by various means, including the use of uncomplimentary cartoons of management representatives and charges of misrepresentation by management. The Respondent countered with a series of letters to employees, all signed by General Manager Evans, except for one that was signed by Plant Superintendent Kiley. These letters stressed the strike record of the Union, and portrayed in graphic terms the suffering and hardship that accompanied strikes by the Union as well as acts of violence

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6/ The Respondent will benefit by the consequent reduction in the size of any backpay bill that may be assessed against it.

Respondent's brief cites The Davis Fire Brick Co., 131 NLRB No. 50. There, a timely charge of refusal to bargain had been filed, but a settlement agreement with respect to such charge was executed before the filing of a second charge alleging that the respondent unlawfully refused to reinstate participants in a strike caused by the foregoing refusal to bargain. The Trial Examiner held that Section 10(b) barred litigation of the refusal-to-bargain issue, as the second charge was filed more than 6 months after such refusal. The Board affirmed. However, in that case, the Board's longstanding policy of honoring settlement agreements precluded it, in any event, from relying on any acts antedating such agreement in order to prove any subsequent unfair labor practices, such as the refusal to reinstate the strikers. No such factor is involved here.

7/ All dates hereinafter given relate to events in 1960, unless otherwise specified or unless otherwise indicated by the context.

and lawlessness by the strikers. In the letter from Kiley the following appears:

> It is my honest belief that the UAW-CIO is not and never will be a good representative for the people of Miami Cabinet.

On March 7, Evans read a speech to the employees in which he stated, "We have no faith and no confidence in the United Automobile Workers outsiders. . . ." At the same time Evans stressed the benefits which the employees had received without a union.

The election of March 9 resulted in 122 votes for the Union, 106 votes for Miami Cabinet Independent Union, and 6 votes for no union. The Union was certified on March 17.

2. The bargaining to July 28

Negotiations for a contract began on April 18. Respondent was represented by General Manager Evans and by Fasold, secretary and assistant treasurer of the Respondent, whose special function was to advise Respondent's plant managers in labor relations matters and to participate in labor contract negotiations at all Respondent's plants. 8/ The Union was represented throughout most of the negotiations by Hyde, assistant regional director of the UAW-CIO, who was joined on August 27 by Regional Director Roes. A bargaining committee consisting of six Union members also attended the negotiations. Between April 18 and the strike on September 6, there were 19 negotiation meetings. During the strike, which was still in effect at the time of the instant hearing, there were six additional meetings, the last on September 7, 1961.

On May 16, 1960, the Union submitted a proposed contract. The various provisions were discussed in a series of meetings in June and July, during which agreement was reached on a few issues, notably an elaborate grievance and arbitration procedure, and the area of disagreement was narrowed with respect to some minor matters. On July 28 the Respondent presented its own contract proposal, which contained a number of improvements in existing benefits, principally the following:

1. A general wage increase of 7 cents per hour, in addition to increases in the rates for seven classifications ranging from 2.5 cents to 17.5 cents per hour, and elimination of rate ranges for all jobs.

2. A grievance procedure culminating in arbitration at the option of either party.

3. Voluntary checkoff.

4. A slight liberalization of provisions relating to overtime, vacation, funeral leave and shift bonus.

5. A job bidding procedure, requiring posting of vacancies, and the filling thereof by the senior applicant, where ability is equal.

6. Liberalization of "bumping" rights in case of layoff.

7. Restrictions on the performance of production work by foremen.

The Respondent estimated that the total value of the general increase and monetary fringe benefits was 9 cents per hour.

8/ The Respondent has eight plants in the United States and two in Canada. All but one are organized.

The Respondent's proposal contemplated a 1-year contract, with an automatic renewal clause, and Fasold offered orally to make it effective August 1, 1960.

On the same day, 9/ the Union receded from its demands in a number of respects, as follows:

1. In lieu of its demand for a union shop for all employees, the Union offered to accept a union shop for new employees only, and maintenance of membership for old employees.

2. Its demand for a 25-cent per hour general increase was reduced to a demand for a 14-cent increase in the first year of a 2-year contract, and a 9-cent increase in the second year.

3. Demands for jury duty pay, severance pay, supplemental unemployment benefits, and cost-of-living increases were withdrawn.

3. The "maximum offer" policy

Considerable evidence was adduced bearing on the question whether the Respondent regarded its July 28 proposals as its maximum offer.

The General Counsel's witnesses 10/ were in agreement that on July 28 both Fasold and Evans asserted that the Respondent's proposals were made "to end negotiations and not to commence negotiations," and both Fasold and Evans admitted at one point in their testimony that they told the Union that the July 28 proposal was the "best offer" to avoid a strike. Elsewhere, Evans went even further, admitting that the Union was told without any qualifications, that the July 28 offer was the best one that Respondent would make.

Fasold attempted to qualify his foregoing admission by testimony that he characterized the July 28 proposals as Respondent's "final offer at that time" and that he assured Hyde that the Respondent "would consider any alternative that they [the Union] had and we would be willing to meet with them at any time they wanted to discuss the subject." A similar statement appears in a letter of August 24 from Evans to the employees. 11/ Both Evans and Fasold categorically denied, moreover, that the Respondent had decided on July 28 that it would make no further concessions.

However, Fasold admitted that he told Hyde on July 28, that it was Respondent's policy, in dealing with unions, to make its maximum offer first, so as to avoid giving a union credit for wresting from the Respondent concessions which it had intended to make, in any event. As Fasold put it, he explained to Hyde "that it had not been our practice as followed by some companies, of starting our wage negotiations off at zero and letting the union beat out of us penny by penny what the company was willing to offer to its employees, and in that way give the union credit for something that the company intended to do." According to Hyde's uncontradicted testimony, which I credit, Fasold added, "We didn't want the Union in the plant to start with, and we aren't going to do anything to see that the Union stays in the plant." As for Fasold's testimony, noted above, that he, nevertheless, assured Hyde that Respondent would consider any alternatives the Union had to offer, this assurance was given, Fasold

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9/ There was considerable dispute at the hearing as to whether the Union or Respondent made the first presentation on July 28. I do not deem it necessary to resolve this point.

10/ Hyde and Laycock.

11/ The letter states, in part: "We are willing to discuss and explain any of our proposals, because we are anxious to obtain a contract which the employees will understand."

admittad, after he had explained Respondent's foregoing "maximum offer" policy, and Hyde asked him whether the July 28 proposal was his final offer. Fasold replied that he "did not want to be trapped, that that was our final offer at that time, that we would certainly consider any alternatives that they had, and we would be willing to meet with them at any time they wanted to discuss the subject."

It is evident from the foregoing that Fasold at first forthrightly characterised the Respondent's offer of July 28 as, in effect, its maximum offer, but, when he sensed a "trap" in Hyde's query about the finality of the offer, Fasold asserted his willingness to meet with the Union further and "consider" any alternative proposals, 12/ notwithstanding that any further concessions to the Union would manifestly be inconsistent with its avowed "maximum offer" policy. It is thus clear that this statement was made only when Fasold realised that Respondent's "maximum offer" policy had implications of finality which might be deemed incompatible with good faith bargaining and hastened to give Hyde assurances calculated to negate such implications but which, at the same time, if taken to mean that Respondent was willing to consider further concessions, implied an abandonment of Respondent's "maximum offer" policy. I do not believe that such abandonment was intended, particularly in view of Fasold's admission that he restated the Respondent's "maximum offer" policy at a bargaining meeting on September 1, 1960.

Finally, if anything more were needed, Evans' letter to Ross of September 26, recites that Respondent "made it clear" to Ross in the negotiations that the July 28 offer represented the Respondent's "final position," and there is the following statement in Evans' letter of October 14, to the employees:

> . . . we have repeatedly told the Union that they had received on July 28--after thorough study and good faith collective bargaining- the best offer which the Company will make. (Emphasis added.)

The letter then proceeds to list all the items in the Respondent's July 28 offer.

12/ As there is no contradiction of Fasold's testimony that he made this assertion, I find that it was in fact made.

13/ As for Evans' letter of August 24, to the employees, cited above, it reads in pertinent part as follows:

> Our proposals . . . were made to complete negotiations, not to start negotiations. We have told the /bargaining/ Committee many times, that each part of the Company's proposal including the wages and other money benefits was the best which the Company had to offer after considering all the circumstances. We are willing to discuss and explain any of our proposals, because we are anxious to obtain a contract which the employees will understand. . . . (Emphasis added.)

At the hearing, Evans pointed to the foregoing underscored language as manifesting Respondent's willingness to negotiate concessions, and as negating the implication of the preceding sentences that Respondent had already made its final offer. However, in view of the juxtaposition of the offer to "discuss" with the offer to "explain" and in view of the further statement that the purpose thereof would be to obtain a contract which the employees would "understand," it is found that Evans, in writing the latter, had in mind that any further discussions would be only for the purpose of clarifying, and not of modifying, the Respondent's proposals.

4. The bargaining from July 28 to September 6

Among the issues remaining unresolved on July 28, there were two matters on which, despite their apparent relative insignificance, the negotiations between July 28 and September 6 seem to have focused--namely, temporary transfers, and accumulation of seniority in case of layoff.

Temporary transfers. The past practice of the Respondent had been that if an employee was being paid $2 an hour, for example, and was temporarily transferred to another job, for any reason, he would retain his $2 rate, whether the regular rate for the other job was higher or lower than $2. At a negotiation meeting on June 27, 1960, the Respondent proposed to alter this practice as follows:

a. If the transfer was for the convenience of the Respondent, 14/ the employee would receive either the rate of his old job or the rate of his new job, whichever was higher. This was an improvement over past practice, insofar as it provided that the rate of the new job would apply where it was higher than the rate of the old job. Where such rate was lower than the rate of the old job, the old rate governed, as before. Thus, the proposal as to transfers for company convenience represented a potential net gain to the employees. If transferred to a lower-rated job he was no worse off than before: if transferred to a higher-rated job, he was better off.

b. However, if the transfer was to avoid laying off an employee who had temporarily run out of work, and he was assigned to a job carrying a lower rate of pay, he would receive such lower rate, 15/ and not, as theretofore, retain the rate of his old job. In this respect Respondent's proposal was less favorable than past practice.

Accumulation of seniority. The past practice had been that an employee on indefinite layoff would not only retain, but would also accumulate, seniority for 6 months, but thereafter would lose all seniority rights. Thus, if an employee with 1 year's seniority was laid off for 5 months, he would return to the plant with 1 year and 5 months' seniority. If laid off for 7 months, he would have no seniority. On June 21, the Union proposed that laid-off employees accumulate seniority for 2 years rather than 6 months. The Respondent countered with a proposal that in layoffs seniority be retained for 2 years, but not accumulated to any extent, so that an employee with 1 year's seniority, who was recalled from layoff at any time within 2 years, would return with the same seniority as when he left (1 year). For those employees who might be laid off for more than 6 months, this proposal was more favorable than past practice, as they would lose all seniority rights under past practice. On the other hand, for employees laid off less than 6 months, the proposal was less favorable than past practice, as they would merely retain their former seniority and would not, as theretofore, receive any seniority credit for the period of their layoff.

Returning to the course of the bargaining, on August 5, Hyde wired the Respondent that the membership of the Union had rejected the July 28 proposal and negotiations were resumed on August 16. The Respondent offered to modify its proposal regarding layoff procedure so as to provide

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14/ E.g., there was sufficient work for the employee at his old job, but he was more urgently needed elsewhere.

15/ There was little reference in the negotiations to the rate to be paid where the new job carried a higher rate than the old, presumably because it was contemplated or assumed that any transfer to avoid layoff would normally not be to a higher-rated job.

that a laid-off employee could exercise his "bumping" rights on a plantwide basis after 7 days, instead of after 2 weeks as previously proposed. 16/ However, the Respondent refused to recede from its position on accumulation of seniority in layoffs and the downgrading of employees in certain cases of temporary transfers, which has just been discussed. At the next meeting, on August 23, the Union indicated that it was "flexible" as to other issues, but was forced to be adamant on those matters where the Respondent was offering less than past practices (i.e., accumulation of seniority and temporary transfers) because the Union could not "live with" its members if it accepted such proposals. That meeting was unproductive, as was another meeting on August 26. 17/ At the August 27 meeting, Ross entered the negotiations on behalf of the Union. The Union modified its wage demand from 14 cents the first year and 9 cents the second year to 12 cents and 11 cents, respectively, and the Union receded somewhat from its demand that the Respondent pay the entire cost of group insurance. Although several more meetings were held before the strike of September 6, they were unproductive. Throughout these prestrike meetings in August and September, the dispute over the temporary transfers and accumulation of seniority proposals was constantly in the foreground. The Union contended at these meetings that these proposals were less favorable to the employees than past practices, and that the proposed "downgrading" of employees in case of certain temporary transfers would more than offset the proposed 7-cent raise, so that many would receive less take-home pay under the proposed contract than they received before the advent of the Union. The Union cited to the Respondent the example of Shepherd, a member of the bargaining committee, whose regular job as acetylene welder paid $2.19½ cents an hour, and who had in the past been frequently transferred for brief periods to the job of spot welder, which paid only $2.05 an hour. In this connection, Shepherd testified, without contradiction, and I find, that he and the other seven acetylene welders frequently worked for periods of 5 to 7 consecutive workdays on spot welding, when no acetylene welding work was available. It is thus clear that during such a period the effect of the Respondent's proposal would be to more than offset the 7-cent raise. 18/ The Union, on the basis of a plantwide survey, reached the conclusion that about 130 out of the 220 employees in the unit would be adversely affected by the temporary transfer proposal, and so advised the Respondent.

Fasold, on the other hand, took the position that only the eight acetylene welders would in fact be seriously affected, but conceded that theoretically all the employees could be affected.

On August 20, the membership of the Union voted to strike, and a membership meeting was called for September 6 to fix a precise date for the strike. The parties met in the morning of September 6, but accomplished nothing. After the meeting, Ross called Humphrey, Respondent's president, at his office at Respondent's Lockland plant, 20 miles away, and advised him of the two "hard core" issues, mentioned above, and that the Union was merely seeking to maintain past practices in those areas. Ross added that he was about to meet with the members of the Union, that they had voted to strike, that, in the absence of any agreement, Ross expected the strike to begin at midnight, and that, if Humphrey would agree to meet with him, Ross would report this to the members and recommend that they withhold

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16/ Hyde testified that this concession was made orally on July 28 and reduced to writing on August 16. However, as his testimony reflected some uncertainty, I deem more reliable Fasold's recollection that the proposal was first advanced on August 16.

17/ A representative of the Federal Mediation and Conciliation Service attended this and all subsequent meetings.

18/ Thus, for a 40-hour period, the 7-cent raise would amount to $2.80, while the reduction in the acetylene welders' pay under the "temporary transfer" proposal would amount to $5.80, a net loss of $3 for that period.

strike action pending such meeting. Humphrey replied that, while Ross had apprised him of matters of which Humphrey "was not entirely aware," he "had qualified people that had been meeting with us, and it was his policy not to become involved." 19/

5. Events in 1960 during the strike-superseniority

Later that day, the Union membership reaffirmed its prior decision to strike and at midnight the strike began. On September 14 the Respondent advised the Union that it was discontinuing its group insurance contributions for those still on strike as of September 19, and that arrangements had been made for such strikers to continue their policies in force by paying the entire premium themselves. On September 26, Evans wrote Ross a letter renewing the Respondent's last offer, which was essentially the July 28 proposal, but withdrawing (1) the proposal to make the contract effective on August 1, 1960, and (2) the checkoff clause, explaining as to (2) that Respondent had recently received information that some of the employees had been "pressured" into signing checkoff cards. The letter further stated that, unless the Respondent's offer was accepted by September 30, it would be necessary to begin hiring permanent replacements, that strikers who reported for work by October 3 would be reemployed, and that after September 30 the Respondent's proposal on seniority would be modified so as to give "special seniority rights for layoff and recall purposes" to nonstrikers and replacements for strikers. 20/ (This proposal is hereinafter referred to as "superseniority.") A copy of this letter was sent to all employees with a covering letter warning of the October 3 deadline for returning to work.

The parties met on September 29, without result, and on September 30 Evans sent Ross and all the employees a document entitled "Rules for Replacement of Strikers," which reiterated the Respondent's intention to begin hiring permanent replacements for strikers on October 4, and stated that all replaced strikers would "lose their jobs and their seniority."

The parties met on October 7, and the Respondent presented its written proposal for superseniority, which proposal it stated would become part of the Respondent's contract offer after October 7, absent any agreement. Hyde stated that he could not recommend to the strikers that they accept the agreement "minus the past practice areas" (i.e., accumulation of seniority and temporary layoffs) and discussion centered on the "past practice areas," superseniority and withdrawal of checkoff.

19/ The foregoing findings are based on Ross' testimony, which was not contradicted by Humphrey, and was, in some respects, corroborated by him.

20/ Fasold testified that this meant that the seniority of any employee, for purposes of layoff and recall only, would begin to accrue from the first day that he worked after the beginning of the strike. Thus, a nonstriker, returning striker, or newly hired employee who worked on October 15, for example, would have greater seniority for layoff or recall than an unreplaced striker who did not return to work until October 16. Thus, the proposal would deprive returning unreplaced strikers of all their accumulated seniority for purposes of layoff and recall. (Replaced strikers would lose their seniority for all purposes under the "Rules for Replacement of Strikers" discussed in the next paragraph of the text. However, this was based on considerations separate and apart from the superseniority proposal, as will appear later.)

At this meeting the parties also discussed an abortive proposal by the Respondent that its last offer be submitted to a vote by all employees in the unit.

The Respondent did not actually begin hiring replacements until October 12. On October 22, Humphrey again rejected Ross' plea for a meeting with Humphrey. When the parties next met, on October 29, there was further discussion of the two "hard core" issues, the Union stressing the insignificant cost to the Respondent which was involved, and Fasold retorting that these issues should be no more important to the Union than to the Respondent. At this meeting Fasold also announced that a number of replacements had already been hired and that they would not be discharged to make room for strikers. Ross declared that he could not agree to this.

At the next meeting on November 22, the Union, according to Fasold, presented new proposals on checkoff, 21/ layoff and recall, premium time, retroactivity of the contract, vacation benefits for strikers, and accumulation of seniority in layoffs. Fasold explained the superseniority proposal, eliciting from Hyde the comment that he thought the proposal had "gone too far." When the meeting was resumed the next day, Fasold, according to his testimony, stated that the latest Union proposals were not acceptable and pointed out further that the Union had not "taken into consideration" the fact that the Respondent had already hired replacements, 22/ whereupon the Union, according to Fasold, "refused to sign any agreement that recognized replacements." Evans corroborated Fasold's testimony to the affect that the Union representatives insisted on November 22 and 23 that there could be no settlement of the strike unless all the replacements were removed.

Hyde's version of the November 22 meetings, which was corroborated in all material respects by Ross, was that the Union (1) advised the Respondent that it regarded the strike as lost and was prepared to accept the Respondent's July 28 offer, 23/ (2) offered to meet the Respondent's objection to checkoff by obtaining new cards, and (3) submitted a rather obscure written proposal calling in effect for continuation of certain past practices with regard to layoff and racall as modified by agreement in the negotiations. According to both Hyde and Ross, on November 23, Fasold refused to agree to a checkoff clause or to withdraw the superseniority proposal. 24/

Both Hyde and Ross denied that they had taken the position in the November meeting, attributed to them by Fasold, that the strike could not be settled unless all replacements were removed. Ross testified, in effect, that the Respondent's insistence on superseniority for the replacements as against unreplaced strikers preempted any consideration of the reinstatement of those strikers who had been replaced. However, Ross later in the hearing admitted that the Union took the position in the November meetings that "all of the strikers should be returned to their jobs with their seniority intact." (Emphasis supplied.)

While there are many points of disagreement as to the events of November 22 and 23, there is no dispute that the principal areas of difference on those dates were (1) checkoff and (2) the rights of the strikers vis a vis the strike replacements. A synthesis of all the testimony

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21/ The Union proposed that the Respondent accept checkoff cards signed after September 6, to meet the Respondent's objection that the old cards had been obtained by improper means.

22/ At that time about one-third of the strikers had been replaced.

23/ Fasold denied that the Union agreed to take the July 28 offer.

24/ Hyde also attributed to Fasold admissions at this meeting that the Respondent had already granted superseniority to replacements for strikers. For reasons set forth at a later point in this Report, I believe that Hyde misconstrued Fasold's remarks.

on this point convinces me that under (2) the parties discussed (a) the Respondent's superseniority proposal, and (b) the Union's demand for reinstatement of the strikers. Although the testimony of Respondent's witnesses tended to give less emphasis to the discussion of (a) and the Union's witnesses, on the other hand, tended to deemphasize, if not to deny, any discussion of (b), I find, that at the November meetings the Respondent's insistance on its superseniority proposal and the Union's insistance on reinstatement of all strikers were both major obstacles to agreement. I find also that, while there was some discussion of the seniority-accumulation issue, both that issue and the temporary transfer problem were no longer deemed significant.

At the next meeting on December 28, Ross stated that he "could not recognize the replacements in the plant." 25/ Otherwise there were no significant developments, and the parties recessed, subject to further call by the Mediation Service. Meantime the Respondent had continued with its restaffing program and virtually completed this program by February 1, 1961. 26/

6. The bargaining in 1961

There were no further meetings until August 23, 1961. In the meantime, there were the following significant developments:

On August 3, 1961, Ross addressed to Evans, on behalf of 122 named strikers, an unconditional offer to return to work. 27/ On August 9, Evans replied that 15 of the employees named in Ross' letter, not having been replaced, had been rehired on August 7, that 10 of the strikers had been denied reinstatement because of strike misconduct, 28/ and as to the rest, reinstatement was denied because they had been permanently replaced. On August 9, Evans sent the Union, in response to its request, a document purporting to be a copy of the Respondent's current seniority list.

On August 10, Evans wrote Ross as follows:

> We are hereby withdrawing the bargaining proposal which we presented to you last fall, which if accepted, would have given special seniority rights for layoff and recall purposes to employees who had reported for work during the strike and to striker's replacements. With this deletion, we hereby renew our most recent contract proposal for a one year agreement effective upon acceptance.

The Respondent's foregoing about-face on superseniority was admittedly prompted by a decision issued by the Board on July 31, 1961, in the case of Erie Resistor Corp., 132 NLRB No. 51, holding (1) that insistance on a contract proposal for superseniority for strikers' replacements violated Section 8(a)(5) of the Act, and (2) that the actual grant of such superseniority to replacements violated Section 8(a)(3) and (1) of the Act. It is clear from the record that all that was intended by the foregoing letter was to bring the Respondent's bargaining proposals into conformity with Erie Resistor by deleting therefrom the superseniority provisions. However, the Union apparently misconstrued this letter as a retreat from the Respondent's position previously taken by it that permanently replaced

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25/ This finding is based on Fasold's uncontradicted testimony.
26/ See Respondent's Exhibit No. 62.
27/ This was supplemented on various dates in August and September by similar applications on behalf of a number of other strikers.
28/ The latter stated that all of these except Stanley Harris had in any event been permanently replaced.

strikers had no reinstatement rights, 29/ for, on August 12, Evans received a wire from Hyde stating that he construed Evans' letter as offering to hire all strikers who had applied for reinstatement and that they would report for work on August 14. Hyde added, with reference to Evans' renewal of the Respondent's "most recent contract proposal," that this posed "numerous problems" and he suggested a meeting on August 14.

However, on August 12, Evans replied to Hyde that all strikers not yet rehired had been permanently replaced and need not report on the 14th, and on August 15 the Respondent sent individual notices to strikers of their replacement or discharge for misconduct.

The parties met again on August 23, 1961, after an interval of nearly 4 months since their last bargaining session. The Union took the position that it construed the Respondent's August 10 letter as an offer to reinstate all strikers. The Respondent explained that it had merely intended to withdraw the superseniority clause in its October 7, 1960, proposal, but not another clause (paragraph 5G), which provided that strikers would forfeit their seniority rights when permanently replaced. The Respondent also insisted on retention of paragraph 10 of the October 7 proposal, which provided that the grievance procedure of the contract would not apply to persons who had been discharged or whose seniority had been broken, 30/ prior to the effective date of the contract.

At the next meeting on September 7, 1961, the Respondent presented a signed contract, which consisted of the July 28 offer, without the checkoff clause, but with paragraph 10 of the October 7 proposal. 31/ Coerlich, counsel for the Union, entered the negotiations on that date and restated the Union's position that the retention of paragraph 10 of the October 7 proposal and the refusal to reinstate strikers was a deviation from the Respondent's offer of August 10, which Coerlich took to consist of the July 28 contract proposal as modified only by the September 26 letter withdrawing checkoff. Coerlich contended that such offer had been accepted by the Union by its wire of August 12, 1961. The Respondent reiterated its position that it had not intended by its August 10 letter to offer reinstatement to any replaced strikers but merely to delete superseniority from its outstanding proposals. However, without reinstatement of the strikers, the Union refused to accept the proffered contract. There were no further meetings.

B. Discussion

1. The appropriate unit

The complaint alleges, the answer admits, and I find, that all production and maintenance employees at Respondent's plant in Middletown, Ohio, including all shipping and receiving employees, but excluding all office clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

29/ This position was based on the premise that the strikers were economic strikers, and therefore, under the Supreme Court's ruling in the Mackay Radio case (304 U.S. 333), were not entitled to reinstatement if permanently replaced.

30/ Read together with paragraph 5G of Respondent's proposal, paragraph 10 implied that strikers who had been permanently replaced would have no recourse to the grievance procedure.

31/ Paragraph 5G of the October 7 proposal (loss of strikers' seniority upon being replaced) was omitted, because Respondent regarded it as merely restating the rule of the Mackay Radio case, supra, and therefore redundant.

2. The Union's majority status

There is no dispute, and I find, that on March 17, 1960, the Union was certified by the Board as the exclusive bargaining representative of the employees in the aforedescribed unit and that the Union has at all times since that date been such representative. 32/

3. The refusal to bargain in good faith

a. The prestrike bargaining

During the prestrike period (as well as thereafter) the Respondent showed a commendable willingness to meet and confer with the Union. However, Section 8(d) of the Act requires not only that the parties meet and confer, but also that they confer in "good faith."

As evidence that Respondent did not bargain in good faith, the General Counsel and Charging Party point, inter alia, (1) to the vigorous preelection campaign waged by the Respondent; (2) to the admission of Evans on the stand that his "personal feeling" throughout the negotiations was that the Union was not a "proper representative" of the employees, but that in view of the certification of the Union, the Respondent was negotiating with it as a "business proposition"; (3) to Fasold's statements to the Union on September 1, that he agreed with the Respondent's preelection attacks upon the Union, that the Respondent preferred to start with its maximum offer rather than reach the same result by a series of concessions so as to minimize any credit to the Union for obtaining such concessions, and that the Respondent did not want the Union in the plant and would do nothing to help it remain there; (4) to the testimony of Respondent's Vice President Barratt that Respondent's economic offer to the Union was about the same as it would have made to the employees if there had been no union; (5) to the Respondent's adamant insistence on its "accumulation-of-seniority" and "temporary-transfer" proposals, involving curtailment of existing benefits, and (6) to its refusal to grant a union shop, to incorporate in the contract verbatim its existing insurance and pension plans, or to make any other significant concessions after July 28, 1960.

The Respondent, on the other hand, points to the various concessions it made to the Union, particularly on July 28. These included checkoff, grievance and arbitration procedure, the 9-cent economic package, and a number of fringe benefits.

Clearly the granting of checkoff was calculated to be of material aid to the Union, and the establishment of a formal grievance procedure with full Union participation was a significant gain both for the employees as well as the Union. As for the economic package, while slightly greater than that offered in 1960 by the Respondent in any of its other organized plants, 33/ such package was no greater than the employees, on the basis of their past experience, 34/ had reason to expect to receive without a union. In fact, in a letter of July 29 to the employees explaining its July 28 proposal, the Respondent observed that its wage offer and fringe benefits

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32/ Local 689 was chartered in April 1960, and its representatives attended the bargaining sessions, but did not participate actively in the negotiations.

33/ However, the record shows that historically the Middletown plant had received more liberal increases than Respondent's organized plants.

34/ In a preelection speech Evans told the employees that they had received monetary benefits worth a total of 90 cents an hour over a 10-year period.

were based on area rates, "in accordance with the Company's practice in prior years." Moreover, Vice President Barrett's statement, mentioned above, confirms that the 9-cent package would have been offered even if there had been no union.

However, there is no need to consider further the particular benefits granted or denied by the Respondent. Under Section 8(d) the refusal to agree to a particular proposal or to grant a particular concession does not per se negate good faith. 35/ Conversely, agreement to one or more proposals or the granting of one or more concessions does not per se establish good faith, as witness the many cases in which the Board has found bad faith, notwithstanding the granting of some concessions by the respondent. 36/ Good faith must be determined on the basis of a review of the entire course of the negotiations.

"Good faith" bargaining has been held to contemplate "an interchange of ideas, personal persuasion, and willingness to modify demands in accordance with the total situation they revealed," 37/ and it has been said that a prerequisite of successful negotiations is "mutual consideration of the merits of the arguments presented." 38/ This means, I take it, that each party must lay aside personal feelings, resentment over past wrongs, and subjective judgments as to the character or worthiness of the other party, and, in the case of an employer, weigh each proposal on the basis of such considerations as its impact on costs, plant efficiency, and the competitive situation. 39/ While neither party is required to make concessions, he is required to remain open to persuasion throughout the bargaining.

It is clear that the Respondent's bargaining did not after July 28 conform to the foregoing standards. With respect to its economic proposal, the Respondent asserted when it offered the 9-cent package on July 28 that this was its maximum offer, citing its policy of starting with its best offer. Such a policy necessarily envisaged no further concessions, no matter how protracted the bargaining or how persuasive the arguments for concessions advanced by the Union. True, Fesold told Hyde that he would be willing to meet with him and consider any counter-proposals by the Union. However, for reasons already stated, it has been been found that when Fesold made this statement he had no genuine intention of abandoning the Respondent's "maximum offer" policy or of making any further concessions. He in fact made none in the economic area.

35/ See N.L.R.B. v. American National Insurance Co., 343 U.S. 395. Accordingly, I do not regard the Respondent's refusal to make particular concessions with regard to union security, etc., as per se unlawful. Nor do I attach any special significance to the Respondent's insistence on incorporating its existing pension plan in the contract by reference rather than verbatim.

36/ E.g., Fitzgerald Mills Corporation, 133 NLRB No. 98; Federal Dairy Company, Inc., 130 NLRB 1158, enfd. 49 LRR 2214 (C.A. 1).

37/ Singer Manufacturing Co., 24 NLRB 444, footnote 32, enfd. as mod. 119 F. 2d 131 (C.A. 7), cert. den. 313 U.S. 595.

38/ See Montgomery Ward & Co., 37 NLRB 100, footnote 34, enfd. 133 F. 2d 676 (C.A. 9).

39/ I have not attempted a comprehensive enumeration of all the criteria which an employer may legitimately apply. Various others may be deduced from Board precedents. Thus, cases holding that a refusal to grant union security is not evidence of bad faith would seem to imply that an employer has a legitimate interest in protecting employee freedom of choice with regard to union membership. So, a refusal to grant checkoff may be justified on the ground of the burden to the employer involved in collecting and remitting union dues.

As to nonmonetary issues, Fasold testified that his "best offer" statement did not apply here, 40/ and, as proof of its willingness to make concessions in this area, the Respondent cites its offer in August to reduce from 2 weeks to 1 week the waiting period for exercising bumping rights.

In addition, Fasold testified, and I find, that on August 31, he attempted unsuccessfully to settle the dispute over accumulation of seniority and temporary transfers by offering to revert to past practices in those areas if the Union would agree to retention of past practices in all other areas. 41/ This meant that the Respondent would agree not to curtail past practices in the two disputed areas, provided that the Union would give up all the improvements in past practices which the Respondent had up to that point conceded. 42/ If the Union had accepted, the only gain to the employees emerging from the bargaining would have been the 9-cent economic package, which, as already indicated, they had been led to believe they would receive even without a union. In view of this, Fasold could hardly have expected the Union to accept his offer of all past practices, and, in any event, the record does not warrant a finding that, on balance, such offer represented a movement from the Respondent's July 28 proposal in the sense of being more favorable to the employees than that proposal.

Accordingly, I find that there was no such movement by the Respondent on nonmonetary issues after July 28, except for the slight reduction of the waiting period for exercising bumping rights. This minor deviation is not persuasive that the Respondent's maximum-offer policy did not apply to the nonmonetary aspects of its proposals, especially in view of the language already quoted from Respondent's letters of August 24, September 26, and October 14, unequivocally asserting that its maximum-offer policy applied to all its proposals. Thus, the August 24 letter states:

> Our proposals . . . were made to complete negotiations, not to start negotiations. We have told the Committee many times that each part of the Company's proposal including the wages and other money benefits was the best which the Company had to offer after considering all the circumstances. (Emphasis added.)

The bargaining policy expounded by Fasold has been referred to in the record (by the Union) as "Boulwareism." Whatever the justification for the form of "Boulwareism" practiced by Respondent, 43/ its vice, as

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40/ I have undertaken to discuss this contention at some length, although I am not persuaded that it would affect my ultimate conclusions as to the bargaining. See footnote 44, below.

41/ At some points the testimony of Fasold and Evans suggests, contrary to their testimony elsewhere, that Fasold's offer was conditioned upon a return to past practices only in areas "related" to the two in dispute. However, Respondent's brief concedes, in effect, that the offer was not so limited. Thus, the brief states (p. 35):

> . . . Fasold told the Union that if they wanted past practices they would have to take all past practices. (Emphasis in original.)

42/ E.g., the new job bidding procedure, the new grievance and arbitration procedure, the enlargement of bumping rights in case of layoff, and restrictions on production work by foremen.

43/ Nothing herein is to be construed as passing judgment on this technique of bargaining generally or on its legality in any other context.

measured by the requirements of the Act, is that it creates a collective-bargaining vacuum. Once management has made its offer, it will listen attentively to the Union's arguments, but there will be no interchange of ideas or objective weighing of the merits of the Union's arguments, and no reevaluation of the employer's offer in the light of such arguments. An analogy may be drawn here between good faith bargaining and judicial due process. A prejudgment by a court or a jury of the merits of a party's claim even before he has presented his entire case violates due process. So, a prejudgment of the merits of a Union's demands before it has concluded its presentation falls short of good faith bargaining.

It is clear therefore that the Respondent, save for one inconsequential concession (the reduction in the waiting period for exercising bumping rights) froze its position on all issues on July 28, and that from that date to the date of the strike there was no genuine bargaining in the sense contemplated by the Act. 44/ During that period the Respondent sought only to explain and justify a position from which it had determined not to recede regardless of what pressure or arguments the Union brought to bear.

I find, therefore, that between July 28 and September 6 there was, in essence, a hiatus in collective bargaining by the Respondent. It is clearly no justification that the Respondent's object in creating this hiatus was to minimise any credit that might accrue to the Union for obtaining concessions, or, as Fasold put it, to do nothing that would help the Union "stay in the plant." Such considerations are not germane to good faith bargaining.

Another factor reflecting on Respondent's good faith is the fact that it required the Union at all times after July 28, to deal with representatives of management who had no authority to make binding commitments with respect to any liberalisation of the July 28 offer. 45/ Although the testimony of Evans and Fasold is to the contrary, I find far more persuasive the testimony of Humphrey and Vice President Barrett, which, despite some equivocation, I construe as tantamount to an admission that Evans and Fasold would have had to submit to either Barrett or Humphrey for approval any substantial liberalisation of Respondent's July 28 proposals. 46/ The Respondent's refusal to bargain through representatives with full authority to bind it was highlighted by Humphrey's rejection on September 6 of Ross' plea for a last minute meeting with Humphrey to avert a strike. 47/ Whatever considerations of convenience or expediency might have been deemed under other circumstances to justify Respondent's decision to bargain through representatives with limited authority, such considerations could hardly have had any validity or force when Respondent was confronted with the urgent threat of a costly strike.

44/ See, e.g., Fitzgerald Mills Corporation, 133 NLRB No. 98. The same conclusion would apply, in my opinion, even if it were found that the Respondent froze its position only in certain areas--e.g., monetary benefits--but remained flexible in others.

45/ Herman Sausage Co., Inc., 122 NLRB 168, 170, enfd. 275 F. 2d 229 (C.A. 5), reh. den. 277 F. 2d 793; Fitzgerald Mills Corporation, supra.

46/ It is admitted that these proposals were, themselves, approved in advance by Humphrey and Barrett. In addition, Humphrey testified that the normal practice was for a plant manager to submit to him or Barrett what the plant manager considered to be a fair proposal and invite their suggestions. Barrett admitted in effect that any change in the July 28 economic package would have had to be reported to him and Humphrey and they would have had an opportunity to object to, or veto, the proposal.

47/ In October, Ross renewed this plea for a meeting with Humphrey, but was again rebuffed.

For all the foregoing reasons, I find that from July 28 through September 6, 1960, the Respondent failed to bargain in good faith, thereby violating Section 8(a)(5) and (1) of the Act. I find further that the strike, which began at midnight September 6, was caused by the inability of the parties to reach agreement on a contract, which is attributable to Respondent's failure to bargain in good faith, 48/ and that the strike was therefore an unfair labor practice strike.

b. The bargaining during the strike

(1) The alleged unilateral changes in working conditions

The amended complaint alleged as unlawful (1) the Respondent's unilateral action on September 14 in discontinuing its group insurance contributions for the strikers, and (2) the Respondent's unilateral promulgation on September 30 of the "Rules for Replacement of Strikers."

As to (1), I granted Respondent's motion at the hearing to dismiss this allegation. In his brief, the General Counsel has renewed his contention that the Respondent's action was unlawful.

In General Electric Co., 49/ it was held that an employer did not violate Section 8(a)(3) or (1) of the Act by according to strikers less favorable treatment than nonstrikers with respect to vacation and pension benefits. Equating such "deferred benefits" to wages, the Board stated, "It is axiomatic that the Respondent is not required under the Act to finance an economic strike against it by remunerating the strikers for work not performed." It follows that the Respondent's discontinuance of group insurance contributions for the strikers was not discriminatory nor does the General Counsel so contend. The General Counsel contends, however, in his brief, that the Respondent was required to negotiate with the Union about the discontinuance of such contributions. It is axiomatic that an employer has no duty to negotiate about stopping wage payments to strikers with respect to the period of the strike. By the same token, if, as the Board, in effect, held in General Electric, supra, monetary benefits, such as the Respondent's group insurance contribution, are equivalent to wages, it necessarily follows that the Respondent was free to discontinue them without consulting the Union. Accordingly, I adhere to my dismissal of this allegation.

As to the "Rules for Replacement of Strikers," these were sent to all employees on September 30, announced the Respondent's intention to begin recruiting permanent replacements for strikers on October 4, and stated that a replaced striker would "lose his job and his seniority" and, if later rehired, would "start as a new employee." The Board has held that an employer may warn economic strikers of its intention to hire permanent replacements by a certain date, 50/ and it would seem to follow that an employer may advise economic strikers of the legal effect of such contemplated action upon their job and seniority rights. 51/ However,

48/ Cf. Federal Dairy Company, Inc., 130 NLRB 1158, enfd. 49 LRR 2214 (C.A. 1).
49/ 80 NLRB 510, 511-512.
50/ Albany Garage, Inc., 126 NLRB 417, fn. 8.
51/ The Respondent's exposition of the rule that permanently replaced economic strikers forfeit their seniority and other rights as employees is to be distinguished from Respondent's "superseniority" proposal, discussed hereinafter, which would have given replacements or nonstrikers greater seniority for certain purposes than unreplaced strikers, notwithstanding that under the Act such unreplaced strikers still retained their rights as employees, whether they be regarded as economic or unfair labor practice strikers.

I have found that the strikers were unfair labor practice strikers, and, as such, they retained their status as Respondent's employees even though permanently replaced. 52/ Accordingly, the Respondent's announcement that the strikers would lose all "job and seniority rights" if replaced was not privileged as a mere recital of the applicable law. However, the objectionable feature of Respondent's announcement was not, as General Counsel appears to contend, that it was promulgated unilaterally, without prior bargaining. This contention presupposes that the subject matter of the announcement was bargainable. As the reinstatement rights of unfair labor practice strikers may not be waived by a union, 53/ the subject matter of the announcement was not bargainable. The announcement was objectionable, rather, because it constituted in effect a warning that the Respondent would take unlawful discriminatory action against any strikers who were replaced, and so independently violated Section 8(a)(1). I so find.

(2) The superseniority proposal

(a) Definition

In view of some confusion generated by the Respondent's various positions with respect to the seniority rights of the strikers, it may be well at the outset to review the present state of the law in that area, which appears to be as follows:

1. Unfair labor practice strikers are entitled to reinstatement without impairment of seniority, upon proper application, but economic strikers are so entitled only until they have been permanently replaced, and not thereafter.

2. It follows that any refusal by an employer to reinstate an unfair labor practice striker with full seniority, upon proper application, would violate Section 8(a)(3) and (1) of the Act, as would his refusal so to reinstate an economic striker who had not as yet been replaced.

3. In recent years considerable controversy has arisen concerning the right of an employer to accord to nonstrikers, to permanent replacements for strikers, or to defecting strikers, greater seniority than that enjoyed by strikers, or, in other words, to reduce the relative seniority of strikers. The cases have necessarily involved only such impairment of seniority with respect to strikers who are entitled to reinstatement with full seniority, either because they are unfair labor practice strikers or unreplaced economic strikers. The leading decision on this point by the Board, which is necessarily controlling here, is Erie Resistor. 54/ decided on July 31, 1961. There the Board held that the respondent violated Section 8(a)(3) and (1) of the Act by granting 20 years' superseniority to strike replacements and to defecting strikers and by thereafter laying off recalled strikers on the basis of such superseniority plan. The Board held further that the respondent violated Section 8(a)(5) and (1) of the Act by its insistence on the union's acceptance of the superseniority plan as a condition of negotiating an agreement.

52/ Fitzgerald Mills Corporation, 133 NLRB No. 98.
53/ Fitzgerald Mills Corporation, supra.
54/ Erie Resistor Corporation, 132 NLRB No. 51. Accord: Swan Rubber Company, 133 NLRB No. 31.

(b) The bargaining about superseniority

In the instant case, the Respondent, during the strike, took two separate positions with respect to the future seniority rights of the strikers. The first, which has just been discussed, 55/ was that the strikers were economic strikers, and so were not entitled to reinstatement or restoration of seniority, to the extent that they had been permanently replaced. The second, which will next be discussed, was that as to even those strikers who were otherwise entitled to reinstatement with full seniority rights, the Respondent was privileged to accord greater seniority for purposes of layoff and recall to otherwise junior nonstrikers, permanent replacements for strikers, and defecting strikers, in order to induce them to cross the picket lines, in the face of alleged violence and misconduct by the pickets.

This position was first indicated in Respondent's letter of September 26, announcing that unless the offer contained in that letter was accepted by the Union by September 30, the offer would be amended by adding thereto a proposal that nonstrikers and replacements for strikers be given "special seniority rights for layoff and recall purposes." On October 7, the Respondent advanced this September 30 deadline to midnight of October 7. At subsequent meetings in 1960, the Respondent treated the supersaniority plan as part and parcel of its contract offer, and, as already found, one of the major obstacles to agreement at the November meetings was the superseniority proposal. The Respondent admits that this proposal was still one of its bargaining demands until it was withdrawn on August 10, 1961, as a result of the Board's Erie Resistor decision.

The General Counsel contends that, even if it be found that the strike was economic in its inception, it should nevertheless be held to have been converted into an unfair labor practice strike by Respondent's insistence on its superseniority plan.

Respondent's defense is (1) that it did not insist on superseniority, but merely proposed it, (2) that, even if it insisted, such action should not be deemed unlawful, as it occurred before Erie Resistor was decided, and (3) that, in any event, the superseniority issue did not prolong or aggravate the strike and therefore could not be held to have converted it to an unfair labor practice strike.

As I have already found that the strike was due to unfair labor practices from its inception, any consideration of the impact of the supersaniority proposal on the character of the strike will be relevant only if it is found by higher authority that the strike was at its inception economic. Turning to Respondent's contentions, I find that Respondent did in fact insist on superseniority. While the meaning of "insist" as used in this context has not been precisely defined, it would seem to connote, at the very least, persisting in a proposal to the point of impasse, notwithstanding objection thereto by the other party to the bargaining. Here the record shows that in the November meetings the Union rejected superseniority, not only by express reference thereto, but also by insisting that the Union would sign no contract which recognized the rights of replacements. Obviously, the latter position, whatever else it denoted, precluded acceptance of a proposal which would have given replacements greater rights in the area of seniority than strikers. Moreover, supersaniority was clearly incompatible with the Union's objective, as Rose put it, of restoring all the strikers to their jobs with their seniority intact.

55/ See discussion above of "Rules for Replacement of Strikers."

I find, therefore, that the Union took a strong position against supersaniority. The Respondent, on the other hand, took the position on November 23, through Fasold, that it would not enter into any contract without supersaniority, 56/ and stood firm until impasse was reached on December 28, and during the subsequent 7-month period, finally withdrawing its proposal, not in deference to the Union, but to the Board's ruling in Erie Resistor. It is found, therefore, that the Respondent did, in fact, insist on superseniority to the point of impasse.

Respondent's second contention is that Erie Resistor should not be applied retroactively to its conduct, since at the time that it proposed superseniority the position of the courts, and the General Counsel, if not of the Board, appeared to be that superseniority for strike replacements was proper when it was necessary to attract such replacements, as Respondent contends was true here. The short answer to this contention is that the Erie Resistor decision, itself, was applied retroactively in that very case, notwithstanding that the respondent there pleaded the need for recruiting replacements as justification. If further answer were needed, it would suffice to say that I find no merit in Respondent's plea of necessity. That plea is that because of incidents of strike violence, the Respondent felt that it would be necessary to offer nonstrikers superseniority to induce them to cross the picket line. While there is ample evidence of strike misconduct during the early days of the strike, there is no evidence of any such activity after October 15, 1960, and Respondent admitted in any case that it had no difficulty at any time in recruiting replacements, even though, according to the testimony of Respondent's own witnesses, which I credit, no job applicant was told at any time that he would receive supersaniority. It is thus clear that Respondent's "necessity" defense is not supported by the record even with respect to the period of strike misconduct, and certainly not with respect to the subsequent period of approximately 8 months during which there was no evidence of strike misconduct and during most of which period the plant was already fully manned, in any event.

There remains for consideration the Respondent's final contention that its superseniority proposal did not affect the course of the strike. Respondent contends that other economic issues prevented agreement at the meetings in the last 3 months of 1960. While it is true that there was discussion of such other matters as checkoff and that the superseniority issue was intermeshed with the larger question of reinstatement of the strikers, the fact remains that, as already stated, Fasold took the position on November 23 that Respondent would not sign a contract without superseniority, which was incompatible with the Union's demands that all strikers be rehired without impairment of seniority.

The Respondent contends that even if it had agreed to abandon supersaniority that would not have settled the strike, citing the fact that, when, in August 1961, it did withdraw its superseniority demand, the Union still insisted on reinstatement of all the strikers as the price of an agreement. However, this overlooks the fact that the issue of reinstatement of the strikers necessarily had become more important to the Union in August 1961, when all the strikers had already been replaced, than it was at the November 1960 meetings, when only about one-third of them had been replaced. There is thus no convincing evidence that the strike would not have been settled if the Respondent had abandoned its superseniority proposal in November or December 1960. On the other hand, it is clear from Fasold's aforementioned statement to Hyde that the Respondent would not sign

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56/ Fasold did not deny Hyde's testimony to that effect. Fasold denied only that he had said at the same time that the superseniority plan had already been implemented.

a contract without superseniority, that, even if the Union had agreed to permit existing replacements to retain their jobs, the Respondent's insistance on giving to such replacements more seniority than to returning (unreplaced) strikers would still have prevented agreement. Accordingly, I find that Respondent's insistence on its superseniority proposal violated Section 8(a)(5) and (1) of the Act and contributed materially to the prolongation of the strike on and after December 28. 57/

(3) The withdrawal of checkoff

As already related, the Respondent, on September 26, a few weeks after the strike began, withdrew its checkoff proposal. The General Counsel cites this as further evidence of bad faith. The Respondent on the other hand points to cases in which the Board refused to predicate a finding of a violation of Section 8(a)(5) of the Act on the withdrawal of bargaining concessions, including checkoff. 58/ However, in those cases, the Board appears to have held merely that the withdrawal of a checkoff proposal or other concessions was not per se a violation of Section 8(a)(5), or was not evidence of bad faith in a particular context. Those cases do not hold that such conduct may not under any circumstances be deemed to attest bad faith. There is indeed ample Board authority that the withdrawal of bargaining concessions does indicate bad faith, particularly where such withdrawal is sudden and unexplained. 59/ Here, the withdrawal of checkoff, while sudden, was not unexplained. In his letter of September 26 to Ross, Evans stated that checkoff was being withdrawn because of recent information that some employees had been "pressured" into signing checkoff cards. The question remains whether the explanation offered was an honest one. 60/ Evans testified credibly that checkoff was initially agreed to by the Respondent upon condition that it would be voluntary on the part of the employees. He stated further that some time prior to September 26 he received reports from supervisors that Union representatives had induced employees to sign checkoff cards by "the use of pressure and misrepresentation," that the only employee whose name he recalled in that connection was Bea Grassle, who, he was told, had been threatened, before the strike, by Risner, a member of the Union's bargaining committee, that she would lose her job if she did not sign a checkoff card. Evans testified further that he discussed the foregoing reports with Fasold, but did not attempt to verify them by interviewing the employees allegedly involved. Risner, at the hearing, denied that he had made the threat attributed to him, and denied also that Grassle had signed a checkoff card. This testimony was not

57/ There is no evidence that on December 28 any issue was discussed other than the rights of the strikers vis a vis the replacements. Accordingly, there is insufficient basis for inferring that checkoff or any other economic issue was still an obstacle to settlement of the strike. In this connection, it is significant that in his letter of December 22, to the employees, Evans wrote:

> . . . The Union has stated publicly that the Company's right to protect new employees hired to replace striking employees has been the only issue which stood in the way of a settlement.

This is tantamount to an admission that the Union had yielded on all issues except superseniority and reinstatement of strikers.

58/ E.g., Continental Gas System, Inc., 128 NLRB 384, affd. 48 LRR 2579 (C.A.D.C.) (checkoff); R. J. Oil & Refining Co., Inc., 108 NLRB 641, 643, 674-677 (checkoff); Erie Resistor Corporation, 132 NLRB No. 51, fn. 33 (union shop); Solar Aircraft Co., 109 NLRB 130, 133.

59/ Herman Sausage Co., Inc., 122 NLRB 168, 170, enfd. 275 F. 2d 229 (C.A. 5), ren. den. 277 F. 2d 793 (checkoff withdrawn); Atlanta Broadcasting Co., 90 NLRB 808, enfd. 193 F. 2d 641 (C.A. 5); International Furniture Co., 106 NLRB 127, 141, enfd. 212 F. 2d 431 (C.A. 5).

60/ See N.L.R.B. v. Truitt Mfg. Co., 351 U.S. 149, 152, where the Court said, "Good faith bargaining necessarily requires that claims made by either bargainer should be honest claims."

contradicted. Fasold testified that Evans reported to him that the Union was telling employees that they had to sign the checkoff card (as well as a Union membership card) in order to be eligible to vote at Union meetings, and that it was for that reason that he decided to withdraw the checkoff proposal. 61/

I credit Risner's uncontradicted denial of any threats to Gressle. However, the circumstantial nature of Evans' and Fasold's testimony tends to lend credance to it. I am inclined therefore to believe that Evans did receive reports from supervisors, some of which 62/ he relayed to Fasold, concerning the use of improper means by the Union to obtain checkoff cards. Evans' failure to verify these reports does not negate an honest, even though mistaken, 63/ belief on his part that the reports were accurate.

Accordingly, I find that Evans and Fasold honestly believed that the Union had been using improper means to obtain checkoff cards, and withdrew checkoff for that reason. Although the Union offered in November to obtain new cards, the Respondent, as Fasold pointed out at the hearing, had no assurance that such new cards would be obtained without coercion. Accordingly, I find no bad faith in the withdrawal of the checkoff proposal or in the refusal to reinstate it. 64/

(4) Change in effective date of contract

On July 28, Fasold offered orally to make the Respondent's proposed contract effective on the following August 1. In the September 26 letter, the Respondent stated that its July 28 proposal, except for checkoff and the effective date of the contract, was still open for acceptance. This letter does not specify what would be the new effective date of the contract, if accepted by the Union. Assuming, as was probably the case, that the Respondent intended that any such contract would be effective from the date of execution, I find nothing therein inconsistent with the prior offer, on July 28, of an August 1 effective date. Such prior offer did not involve any retroactivity, but was impliedly conditioned on acceptance of the Respondent's proposal on or before August 1. Similarly, the Respondent on September 26 was presumably still willing to make its contract effective upon acceptance. Accordingly, I do not regard the withdrawal of the August 1 date as, in substance, a reversal of position, or as evidence of bad faith.

(5) Advance notice of superseniority proposal

The General Counsel contends that the Respondent's September 26 letter further demonstrated its bad faith in that it advised the Union and the employees of Respondent's intentions to propose superseniority. I am

61/ The General Counsel adduced no testimony to impugn the veracity of Evans' report to Fasold.

62/ Evidently Evans did not report the Gressle incident to Fasold, as the latter makes no reference thereto.

63/ At least, in the case of the Gressle incident.

64/ In any event, even if I were to find that the withdrawal of checkoff violated Section 8(a)(5) of the Act, I would not find that it had any effect on the course of the strike. In a statement published by the Union during the strike listing the strike issues no reference is made to the withdrawal of checkoff. Moreover, as checkoff involved no benefit to the employees, its withdrawal was not likely to influence their decision to remain on strike.

I find no merit in the Charging Party's contention that checkoff was withdrawn in order to induce employees to abandon the strike. There is no testimony to that effect and the reasons urged by the Charging Party for inferring such motivation do not appear persuasive.

aware of no basis for holding that the mere giving of advance notice to a union or to employees of an intention to present a new bargaining proposal, however stringent, is evidence of bad faith. I find none here. 65/

(c) The bargaining in 1961

The amended complaint alleges that the Respondent further demonstrated its bad faith by reoffering to the Union on August 10, 1961, the same contract proposals as were outstanding on September 6, 1960, and by later modifying these proposals after they had been accepted by the Union.

As already noted, Respondent's letter of August 10, 1961, withdrew the superseniority proposal and, with that deletion, renewed its "most recent contract proposal." Although promptly advising the Respondent that the strikers would report for work, the Union did not at that time accept the contract offered in Respondent's letter of August 10, but instead proposed a meeting to discuss the "numerous problems posed" by that offer.

At the subsequent meetings on August 23 and September 7, the Union took the position that the Respondent's August 10 letter had offered to rehire the strikers, that this offer had been accepted, and the Respondent was bound thereby. The Respondent, on the other hand, denied that it had intended to do more than reoffer its prior proposals, omitting only superseniority, and had not intended to waive its alleged right to refuse to rehire those strikers who had been permanently replaced.

It is clear to me from the content of the August 10 letter, and from the surrounding circumstances, that the Union was mistaken in viewing that letter as offering reinstatement to the strikers, and the Union's acceptance of such supposed offer therefore did not bind the Respondent. It is patent moreover from the Union's reply to the August 10 letter that it did not at that time accept any of the proposals reoffered in that letter but requested further bargaining. Such bargaining was not productive of any agreement.

Accordingly, I find no merit in the General Counsel's contention that the Respondent's August 10 proposals had been accepted by the Union.

No useful purpose would be served by considering whether the 1961 negotiations evinced bad faith on the part of the Respondent in other respects, as it is clear, in any event, that it was basically the Respondent's insistence in those negotiations upon not reinstating the strikers that prevented the parties from reaching agreement, and that, as the strikers have been found to be unfair labor practice strikers, such insistance per se violated Section 8(a)(5) and (1) of the Act. 66/

(d) The violations of Section 8(a)(1)

The General Counsel litigated two categories of alleged violations of Section 8(a)(1) of the Act. The first category involved alleged coercive statements by minor supervisors to employees during the election campaign. As such statements antedated the 6-month period of limitations in Section 10(b) of the Act, they are not urged as in themselves violations of Section 8(a)(1), but merely as background evidence of Respondent's hostility to the Union, and therefore as reflecting on its good faith in bargaining. Some, but not all, of these statements were denied by the supervisors involved. It would serve no useful purpose to resolve the

65/ This allegation is to be distinguished from the contention, considered elsewhere, that Respondent's insistence on acceptance by the Union of the superseniority proposal was unlawful.

66/ Fitzgerald Mills Corporation, 133 NLRB No. 98, pp. 9-10.

credibility issues or burde overlong Report with further consideration of this matter. Evans frat itted his personal antipathy to the Union and the Respondent's tion literature amply attests this. Fasold admitted that he agr h this literature. Coercive conduct by minor supervisors, even if would add little, if anything, of significance to the foregoi ence of Union animus on the part of the Respondent. Accordingly, I deem it necessary to consider further the foregoing preelection e.

In addition to su dents, the General Counsel adduced evidence relating to a numb ncidents occurring within the 6 months' tation period, involvir ed coercive statements by supervisors. These will next be discusse

Page

Lairson, a strike tified that Page was assistant foreman or group leader in his departm at in the summer of 1960 he commented to Page that the Union had bee gotiations that day, to which Page rejoined, "You won't get no ut of it." According to Lairson, Page also remarked at the same t t the Respondent would have liked to see the employees organized, bu have "been plumb tickled if the Independent Union had won" ction, that, if the Union struck, the employees would not miss a ork, and that the Union's victory at the polls "was the worst thing er happened at Miami Cabinet."

Page admitted dis the Union with Lairson but denied that he had said anything other at strikes and work stoppages would cause ey would gain.

contention, I find that Page was a supervisor under the Act; 67/ and I credit Lairson's version of Page's remarks. 68/ However, the only one of those remarks which was not in my view a privileged expression of opinion or prediction was the statement that the employees would get nothing out of the negotiations. The Board has frequently held that a threat not to sign a contract with a union violates Section 8(a)(1) of the Act. 69/ The rationale of these cases is that such a threat impresses upon employees the futility of adhering to the Union. This rationale would seem to apply with equal force to Page's remark, which implied that the Union would obtain no substantial benefits for the employees. As Lairson could reasonably believe that this statement reflected management policy, it follows that the statement was coercive. Accordingly, I find that by such statement the Respondent violated Section 8(a)(1) of the Act.

67/ He directed the work of 10 to 15 employees and granted time off. His immediate superior was Goforth, an admitted supervisor, who was foreman of the welding department, comprising 50 to 70 employees. If Goforth was, as Respondent apparently contends, the only supervisor in that department, the ratio of supervisors to employees would be at least 1 to 50. Such a disproportionate ratio warrants the inference that Goforth could not effectively supervise all the employees in his department, and that Page was therefore required to exercise independent judgment in directing the employees under him. See Interstate Co., 118 NLRB 746.

68/ The circumstantial nature of Lairson's testimony lends credence to it. E.g., Federal Dairy Company, 130 NLRB 1158, 1159, enfd. 49 LRR 2214 (C.A. 1, January 15, 1962).

(2) Goforth

Lairson testified, without contradiction, and I find, that in September and October 1960, while he was on strike, Goforth, an admitted supervisor, solicited him and other strikers to return to work and stated that "the contract that was offered the Union would go in effect "for those who worked during the strike."

By Goforth's promise that the returning strikers would receive the benefits offered to and rejected by the Union, the Respondent violated Section 8(a)(1) of the Act. 70/ In the context of this and other violations found herein, I find that, by Goforth's foregoing solicitation of strikers to return to work, the Respondent further violated Section 8(a)(1). 71/

(3) Henderson

Hubert Smith, a striker, testified that in July 1960, his foreman, Henderson, stated that, in view of the failure of the Respondent to begin remodeling the Middletown plant, he was afraid that the Respondent might move the plant. However, Smith admitted that this statement was not related by Henderson to the Union.

Henderson testified that he was unable to recall the foregoing conversation. Absent contradiction, I credit Smith. However, as Henderson's prediction was not related by him to the Union, and, as he made it clear, in any event, that such prediction was not based on any knowledge of management's plans, but rather on the failure of Respondent to begin remodeling of the Middletown plant, Smith could not reasonably construe Henderson's statement as a threat rather than as mere speculation by Henderson as to the future of the Middletown operation. Accordingly, I find no violation here.

(4) Schneider

Hubert Smith testified also that in July 1960, Schneider, an admitted supervisor, asked Smith, who was a member of the Union's bargaining committee, about the progress of the negotiations, and that Schneider observed (1) that he was "afraid that the Company might move" to Indiana or to a cheaper labor area, in which case the employees would all be out of work, and (2) that "he didn't believe there would be a contract."

Smith's testimony was contradicted by Schneider. However, Smith's demeanor on the stand impressed me more favorably, and I credit him. It is true that both of Schneider's statements were couched in terms of an expression of personal opinion. However, it is not the form of these statements which is determinative of their legality, but their probable effect on the employees. Here, unlike the case of Henderson, above, it was not made clear that Schneider's opinions were based on factors other than such confidential information as Schneider might possess relating to Respondent's labor policy, and his statements were therefore likely to be construed as reflecting such information and therefore indicative of

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70/ The Respondent was not at the time of Goforth's offer or at any time thereafter privileged to institute such benefits. See Herman Sausage Co., Inc., supra, at 171-172. While Respondent would have been so privileged had it reached an impasse after bargaining in good faith, Goforth's promise was not conditioned on any such contingency.

71/ Cf. The Texas Company, 93 NLRB 1358, 1361-1362, set aside on other grounds, 198 F. 2d 540 (C.A. 9).

that policy. Under these circumstances, I find that Schneider's statements were coercive, and that the Respondent thereby violated Section 8(a)(1) of the Act.

(5) Gibson

Underwood, a member of the Union's bargaining committee, testified that Gibson, his step-brother and as admitted supervisor, told him, in a private conversation at Gibson's home, about a week after the strike began, that Gibson did not expect the Respondent to give the Union a contract and that "they would try to . . . drag it out." Gibson did not testify. I credit Underwood. While Gibson's statement was couched in terms of an expression of personal opinion, I find, for reasons set forth in the discussion above, of a similar remark by Schneider, that by Gibson's statement the Respondent violated Section 8(a)(1) of the Act. 72/

(a) The violations of Section 8(a)(3)

The amended complaint alleged that the Respondent violated Section 8(a)(3) and (1) of the Act by (1) the institution of its supersenionity plan, and (2) the refusal to reinstate the strikers upon application.

(1) Superseniority

Both Evans and Fasold denied repeatedly throughout the hearing that the Respondent's superseniority proposal was anything more than a proposal or that the Union had even been told that superseniority had actually been granted to nonstrikers.

However, Hyde, and two members of the Union bargaining committee 73/ testified that on October 7, Fasold stated that Respondent's supersaniority plan would be put into effect the next day if Respondent's proposed contract was not accepted. Hyde testified also that on November 22, Fasold referred to the supersaniority plan as having been "instituted on October 7," and stated that the replacements already hired had been given superseniority, and Ross' testimony concerning this meeting 74/ is to the like effect. Ross testified further that at the meeting on August 23, 1961, Respondent's counsel, Hays, admitted that superseniority had already been instituted. However, Hyde's testimony tends to contradict this.

Hays testified, but was not questioned about his alleged admission on August 23, 1961. He did admit, however, writing a letter on October 20, 1960, to an agent of the Board's General Counsel, in connection with the investigation of the charges in the instant case, in which the following appears:

72/ However, I find no violation in other statements attributed to Gibson by Underwood. These relate to a report to Underwood by Gibson of a statement made by unidentified persons at a foremen's meeting, citing the Respondent's financial ability to endure a prolonged strike, and expressing the fear that if the Union "got in" it would take over the functions of management.

At the hearing I struck a further allegation of the amended complaint (paragraph 7(f)) relating to an alleged statement by Fasold in negotiations to the effect that the employees had joined the Union because of their low opinion of the Respondent. The General Counsel has failed to advance any theory for finding this statement unlawful, and I can perceive none.

73/ Underwood and Laycock.

74/ Ross did not attend the October 7 meeting.

> Also in its letter of September 26, the Company advised Mr. Ross that, effective September 30, it was establishing special seniority for purposes of layoff and recall only. The Company's sole purpose in establishing this special seniority relating only to layoff and recall was to enable it to stabilize its work force and make it possible to staff the plant with employees who desired to work. The special seniority provisions are non-discriminatory and apply alike to all employees. No retaliation was intended against any of the strikers. Special seniority for purposes of layoff and recall has been established in conformity with the decision in Olin Mathieson Chemical Corp., 114 N.L.R.B. 486, aff'd., 232 F. 2d 587 (4th Circ. 1956), and the General Counsel's opinion in Case No. SR-509 dated June 27, 1960. (Emphasis supplied.)

However, Hays testified, and the text of the letter quoted above so indicates, that he was merely attempting therein to interpret the Respondent's letter of September 26, and that he inadvertently misconstrued that letter as announcing the establishment of superseniority as of September 30. (The September 26 letter, as already noted, does not state that the Respondent would "establish" superseniority effective September 30, but that as of that date a superseniority proposal would become part of the Respondent's contract offer.)

Accordingly, I find that Hays' letter was based solely on a misinterpretation of the Respondent's September 26 letter to the Union, and not on any information that the Respondent had actually established superseniority.

There remains for resolution the conflicting testimony regarding Fasold's statements at the October and November meetings. Fasold's version was, in effect, that on October 7 he merely notified the Union that it would have until midnight to accept a contract without superseniority, and that after midnight superseniority would become one of Respondent's proposals. Hyde and the two bargaining committee members testified, as already noted, that Fasold said instead that after midnight of October 7, superseniority would be put into effect, unless Respondent's contract was accepted. However, this testimony is readily reconciled with Fasold's on the assumption either that Fasold did say "superseniority" but meant only the superseniority proposal, or that Fasold said that the superseniority proposal would be put into effect, but the others understood him to mean that actual changes in seniority rating would be put into effect. 75/ The distinction was a fine one, and if it escaped Respondent's experienced counsel, 76/ it is understandable that it would escape laymen such as Hyde and his associates. As to the testimony of Ross and Hyde that on November 22, Fasold asserted that superseniority had already been "instituted" and been given to the replacements, such testimony may well reflect the same failure to grasp the distinction between making superseniority "effective" as a proposal and making it effective as an operating procedure. As to Ross' testimony that Hays on August 23, 1961, admitted that superseniority had been established, even if I were to credit this testimony, notwithstanding inconsistent testimony by Hyde, it would merely prove that Hays was on that date still laboring under the same misapprehension concerning the purport of the September 26 letter as when he wrote the letter of October 20. 77/

75/ This would be essentially the same mistake that Hays made in misreading the September 26 letter.

76/ See preceding footnote.

77/ According to Hays' testimony, which I credit, it was not until about August 23, 1961, that he discovered that he had misread the September 26 letter.

In any event, there is no proof that any changes were actually
e in seniority ratings of employees because of their participation or
participation in the strike. No such changes are reflected in the
iority lists submitted by the Respondent at the hearing showing the
ative seniority standings of employees as of May 6, 1960, and as of
ust 9, 1961. As Respondent had no occasion during the strike to lay
any employees, there is of necessity no evidence that the Respondent
feat applied its superseniority proposal in selecting employees for
off. All the representatives of Respondent who interviewed job appli-
ts during the strike testified without contradiction, and I find, that,
le they assured such applicants, in effect, that their tenure would
permanent, subject only to economic conditions, the applicants did not
about their seniority rights vis a vis the strikers and nothing was
d to them in that regard by the Respondent's representatives. 78/
nover, insofar as the record shows, none of the Respondent's advertise-
ts during the strike in local newspapers, offering employment, contained
reference to superseniority.

Upon consideration of all the foregoing, I am impelled to the
clusion (1) that, whatever language he may have inadvertently used at
bargaining conferences, Fasold intended to say only that the Respondent
ld adopt or had adopted superseniority as a bargaining proposal and not
n operating procedure, (2) that any admissions by Hays in his letter
in bargaining that superseniority had been adopted as an operating
cedure were based solely on his misreading of Respondent's September 26
ter, and (3) that, in any event, whatever Respondent may have told the
n, the Respondent did not in fact implement its proposal by granting
rseniority to nonstrikers or strike replacements.

Accordingly, I find no merit in General Counsel's allegation
t the Respondent violated Section 8(a)(3) and (1) of the Act by the
nt of superseniority.

(2) The refusal to reinstate strikers

As already found, the Union's unconditional applications in
ust 1961 for reinstatement of strikers were rejected by the Respondent
the ground that they had all been permanently replaced except for
79/ who, together with nine others of the replaced strikers, was alleged
ave forfeited any reinstatement rights by strike misconduct.

As to those strikers who were not charged with misconduct, since
ve found that they were unfair labor practice strikers, the law is
r that they were entitled to reinstatement upon unconditional application,

78/ One of these representatives was Plant Superintendent Riley. The General Counsel adduced testimony by Mrs. Centers, a striker, that she received a copy of Respondent's letter of September 26 notifying the employees (1) that the Respondent intended to propose superseniority if the strike was not settled by September 30, (2) that, on October 4, the Respondent would begin hiring replacements, and (3) that any permanently replaced employee would lose his seniority rights. Mrs. Centers testified credibly that on October 3 she called Riley and asked him if it was true that she had to report that day to protect her seniority, and that Riley replied that the September 26 letter meant "exactly what it says." General Counsel would apparently infer from this that Riley was somehow implying that the Respondent intended to put its superseniority proposal into effect. It is not clear how such a construction can be placed on Riley's remark, which merely reaffirmed the contents of a letter referring to superseniority only as a tentative proposal. Moreover, it is clear from the record that Mrs. Centers' concern was not about superseniority but rather about the warning in the letter that strikers would lose all seniority rights in case of replacement--an entirely different matter. Stanley Morris.

79/

whether or not they had been replaced. Accordingly, I find that the Respondent's rejection of the Union's applications on behalf of such individuals violated Section 8(a)(3) and (1) of the Act.

The Alleged Misconduct

The Respondent contends that David Back, Ross Dalton, William Napier, Jimmie Combs, James Prater, and Stanley Harris forfeited any reinstatement rights by misconduct during the strike. 80/

There was uncontrovarted testimony, and I find, that all of the foregoing individuals, except Harris, on September 15, 1960, followed three of Respondent's nonstriking employees in an automobile to the home of a relative of one of the nonstrikers and there participated in a physical assault on the nonstrikers, in the course of which one or more of the strikers threatened to kill the nonstrikers if they went back to work.

I find also that, on November 14, 1960, Back, Dalton, and Napier were involved in fisticuffs with three nonstrikers at a restaurant near the Respondent's Middletown plant. This fracas began when Dalton approached the nonstrikers and called them scabs and S.O.B.'s, and Back struck one of the nonstrikers. Napier and Dalton promptly joined in the fray and a free-for-all ensued. The strikers were convicted of disorderly conduct.

The foregoing incidents establish sufficient justification for the Respondent's refusal to reinstate Back, Dalton, Napier, Combs, and Prater. 81/

Harris. The record shows, and I find, that on September 15, 1960, Harris and three other pickets forced a truck to stop by blocking the driveway to the plant, and that, when the truckdriver persisted in his efforts to enter, Harris picked up a stone and threatened the driver with it. This incident, I find, warranted Respondent's denial of reinstatement to Harris. 82/

V. The effect of the unfair labor practices upon commerce

The activities of the Respondent set forth in section IV, above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VI. The remedy

It having been found that the Respondent violated Section 8(a)(1), (3) and (5) of the Act, it will be recommended that the Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

80/ Four other strikers alleged to have engaged in strike misconduct--Garry Bowling, Virgil Hicks, Neil Blankenship, and Arnold King--were listed as claimants in the amended complaint, but their names were stricken therefrom at the hearing upon motion of the General Counsel.

81/ Kohler Co., 128 NLRB 1062, 1102-1108, remanded on this issue, 49 LRR 2485 (C.A.D.C. Jan. 26, 1962); H. N. Thayer Company, 115 NLRB 1591.

82/ Kohler Co., supra, at 1104, 1108; H. N. Thayer Company, supra.

It has been found that the Respondent refused to bargain in good faith with the Union, which represented a majority of the employees in an appropriate unit. Accordingly, I shall recommend that the Respondent be ordered to bargain, upon request, with the Union as the exclusive representative of the employees in the appropriate unit.

It has also been found that the Respondent discriminatorily denied reinstatement to certain unfair labor practice strikers. Accordingly, the Respondent should be required to offer the employees named in Appendix B, attached hereto, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, discharging if necessary, any replacements hired on or after September 6, 1960, in order to provide work for such strikers. The Respondent should also be directed to reimburse the foregoing employees for any loss of pay they may have suffered by reason of the Respondent's discrimination against them, by paying to each of them a sum of money equal to the amount he would normally have earned as wages from the date of his unconditional application for reinstatement 83/ to the date of Respondent's offer of reinstatement, less his net earnings during that period. Backpay shall be computed on the basis of calendar quarters, in accordance with the method prescribed in F. W. Woolworth Co. 84/

In view of the nature of the violations found herein, particularly the discrimination against the strikers, a potential threat of future violations exists which warrants a broad cease and desist provision. 85/

VII. Conclusions of Law

1. All production and maintenance employees at Respondent's plant at Middletown, Ohio, including all shipping and receiving employees, but excluding office clericals, professional and technical employees, guards, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

2. United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-AFL-CIO, at all times material hereto, has been and still is the exclusive representative of all the employees in the aforesaid unit for the purposes of collective bargaining, within the meaning of Section 9(a) of the Act.

3. By refusing to bargain collectively in good faith with the aforesaid labor organization as the exclusive representative of its employees in an appropriate unit, and by insisting as a condition of entering a contract that the Union agree to superseniority for nonstrikers and that it agree to waive the reinstatement rights of the strikers, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

4. The strike beginning on September 6, 1960, was at all times an unfair labor practice strike.

5. By denying reinstatement to the strikers upon their unconditional application, the Respondent has discriminated in regard to the hire and tenure of employment of its employees, thereby discouraging membership in the Union, and has violated Section 8(a)(3) and (1) of the Act.

83/ Such date, in the case of each claimant is set opposite his name in Appendix B.
84/ 90 NLRB 289.
85/ See paragraph 1(d) of the Recommended Order below.

6. By making coercive statements and soliciting strikers to abandon their concerted activities, the Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act. 86/

VIII. RECOMMENDED ORDER

Upon the entire record in the case, and the foregoing findings of fact and conclusions of law, it is recommended that Respondent, The Philip Carey Manufacturing Company, Lockland, Ohio, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain in good faith concerning rates of pay, wages, hours of employment, or other conditions of employment with United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-AFL-CIO, as the exclusive representative of all production and maintenance employees at its Middletown, Ohio, plant, including shipping and receiving employees, but excluding office clerical, professional and technical employees, guards, and supervisors as defined in the Act.

(b) Discouraging membership in United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-AFL-CIO, or in any other labor organization, by refusing to reinstate, or otherwise discriminating against, employees in regard to their hire or tenure of employment or any term or condition of employment.

(c) Threatening employees with economic reprisals if they support a union or continue to strike, soliciting employees to abandon their concerted activities, and indicating that it will not sign a contract with a union.

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form, join, or assist the above-named Union, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right is affected in the provisos in Section 8(a)(3) of the Act.

2. Take the following affirmative action, which is necessary to effectuate the policies of the Act:

(a) Upon request, bargain collectively in good faith with United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-AFL-CIO, as the exclusive representative of all production and maintenance employees of the Respondent at its Middletown, Ohio, plant, including shipping and receiving employees, but excluding office clerical, professional and technical employees, guards, and supervisors as defined in the Act, with respect to rates of pay, wages, hours of employment or other conditions of employment, and if an understanding is reached, embody such understanding in a signed written agreement.

86/ I have not attempted to discuss various contentions by the Charging Party which relate to matters not specified in the amended complaint and not otherwise raised by the General Counsel. To do so would substantially prolong this Report and would not, in any event, affect the result.

(b) Offer to the employees named in Appendix B, attached hereto, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges.

(c) Make whole the said employees, in the manner set forth in the section of the Intermediate Report entitled The Remedy, for any loss of pay each may have suffered by reason of the Respondent's discrimination against him.

(d) Preserve, and upon request, make available to the Board, or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyse the amounts of backpay due under the terms of this Order.

(e) Post at its plant in Middletown, Ohio, copies of the notice attached hereto, marked Appendix C. 87/ Copies of said notice, to be furnished by the Regional Director for the Ninth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for a period of at least 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director for the Ninth Region, in writing, within 20 days from the date of receipt of this Intermediate Report, what steps the Respondent has taken to comply herewith. 88/

Dated at Washington, D. C.

Sidney Sherman
Trial Examiner

87/ If these Recommendations are adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words "THE RECOMMENDATIONS OF A TRIAL EXAMINER" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER" shall be substituted for the words "A DECISION AND ORDER."

88/ If these Recommendations are adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order as to what steps the Respondent has taken to comply herewith."

APPENDIX A

The transcript of testimony herein is hereby ordered corrected in the following respects:

	Page	Line	
1.	25	13	Change "thresh" to "threshold"
2.	33	7	Change "section" to "violation"
3.	175	23	Insert "accumulation" after "months"
4.	204	13	Strike "not"
5.	254	3	Strike "not"
6.	717	4 and 5	Change "August" to "October"
7.	822	14	Change "above" to "of each"
8.	970	16	Change "69" to "59"
9.	975	1	Change "mast" to "master"
10.	987	9	Change "He" to "I"
11.	1110	16	Change "for" to "forth"
12.	1247	9	Change "go" to "give" and "place" to "case"
13.	1296	10	Change "general" to "funeral"
14.	1589	2	Change "union" to "company" before "to"
15.	1665	2	Change "background" to "incident"
16.	1717	9	Insert "a stipulation that" after "propose"

APPENDIX B

Philmore C. Adams	8-3-61	Albert B. Hollon	8-3-61
John F. Albin, Jr.	8-3-61	Robert Hunt	8-3-61
Edith G. Alderson	8-3-61	Francis E. Irwin	8-3-61
Pete Angelini	8-3-61	Frank M. Joy	8-3-61
Harold G. Arnold	8-3-61	Richard R. Keller	8-3-61
Gordon D. Ashley	8-3-61	Charles K. Kidd	8-3-61
Aldean Back	8-3-61	Johnnie C. Kidd	8-3-61
Addie Bailey	8-3-61	Shirley King, Jr.	8-3-61
Bobbie R. Banks	8-3-61	Bradley Lairson	8-3-61
Clyde Banks	8-3-61	Kenneth L. Lairson	8-3-61
Hager Banks	8-3-61	John W. Lauchard	8-21-61
Warren Banks	8-3-61	James P. Lawson	8-3-61
Paul H. Barker	8-3-61	Willard Lawson	8-3-61
Harold Barnes	8-10-61	Chester R. Laycock	8-3-61
Ralph Bentley	8-3-61	Frank Lowe	8-3-61
Joe R. Berry	8-3-61	Ronald D. Lowe	8-3-61
Sarah S. Blankenship	8-3-61	Richard M. MacLean	8-3-61
Donald Bowlin	8-3-61	James L. Manning	8-3-61
Beulah Brate	8-3-61	Maris Manning	8-3-61
Edward B. Carey	8-3-61	Ralph Martin, Jr.	8-10-61
Carl B. Caudill	8-3-61	Hershell R. Napier	8-3-61
Opal P. Caudill	8-3-61	Robert C. Napier	8-3-61
Christine Centers	8-3-61	Maurine O. Nemcic	8-10-61
Dorothy Childers	8-3-61	Paul B. Owens	8-3-61
Lloyd Clemons	8-3-61	Fred W. Paugh	8-3-61
Herman Combs	8-3-61	Charles B. Perry	8-3-61
Jasper Combs	8-3-61	Roy L. Perry	8-3-61
Pearl Combs	8-3-61	Phil Peyton, Jr.	8-3-61
Vernon Combs	8-3-61	Thomas P. Pippin	8-3-61
Charles B. Creech	8-3-61	Barbara Reed	8-3-61
Osie Crase	8-3-61	William B. Richardson	8-3-61
Robert G. Crawford	8-21-61	Winfred Risner	8-3-61
Marvin B. Dearth	8-3-61	Elizabeth Ross	8-3-61
Brad Denny	8-3-61	Goble Shepherd	8-3-61
Henry N. Dills	8-3-61	Marion Sherman	8-3-61
Thomas A. Dokas, Jr.	8-3-61	Garry R. Shockey	8-3-61
Thomas A. Dokas, Sr.	8-3-61	Charles C. Short	8-3-61
Finlay G. Drake	8-3-61	Opal Sizemore	8-3-61
Clarence D. Eldridge	8-3-61	Hubert B. Smith	8-3-61
Hazel M. Ernst	8-3-61	Jack V. Smith	8-3-61
Lester Eve	8-3-61	James R. Smith	8-3-61
James Fox	8-3-61	Robert Sundo	8-3-61
Albert Fugate	8-3-61	Robert K. Sweet	8-3-61
William J. Gabbard	8-3-61	Lorraine A. Tannreuther	8-3-61
Irene Gibbs	8-3-61	Maxine Taylor	8-3-61
Boy B. Gilliam	8-3-61	George Turner	8-3-61
James T. Gross	8-3-61	Luther B. Tutt	8-3-61
Lucy G. Hall	8-3-61	Charles T. Underwood	8-3-61
Willard Hancock	8-3-61	Loyal Wagers	8-3-61
Lawrence P. Haskell	8-3-61	Kenneth R. Watkins	8-3-61
		Elmer W. Watson	8-3-61
		Mary C. Watson	8-3-61

APPENDIX C

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE RECOMMENDATIONS OF A TRIAL EXAMINER

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL bargain in good faith, upon request, with UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-AFL-CIO, as the exclusive representative of all employees in the bargaining unit described below in respect to rates of pay, wages, hours of employment, or other conditions of employment, and, if an understanding is reached, embody it in a signed agreement. The bargaining unit is:

All production and maintenance employees at our plant at Middletown, Ohio, including shipping and receiving employees but excluding office clericals, professional and technical employees, guards, and supervisors as defined in the Act.

WE WILL NOT threaten our employees with economic reprisals if they support UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-AFL-CIO, or remain on strike, solicit our employees to abandon their concerted activities or indicate that we will not sign a contract with a union.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join or assist UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by the proviso in Section 8(a)(3) of the Act.

WE WILL offer the employees named below immediate and full reinstatement to their former or substantially equivalent positions, discharging, if necessary, any replacements hired on or since September 6, 1960, and make them whole for any loss of pay suffered by reason of the discrimination against them.

Philmore G. Adams	Clyde Banks	Beulah Brate
John F. Albin, Jr.	Hager Banks	Edward E. Carey
Edith G. Alderson	Warren Banks	Carl R. Caudill
Pete Angelini	Paul N. Barker	Opal F. Caudill
Harold G. Arnold	Harold Barnes	Christine Centers
Gordon D. Ashley	Ralph Bentley	Dorothy Childers
Aldean Beck	Joe R. Berry	Lloyd Clemons
Addie Bailey	Sarah S. Blankenship	Herman Combs
Bobbie R. Banks	Donald Bowlin	Jasper Combs

THIS BOOK CONTAINS:

1960-1963

GE-IUE (AFL-CIO)
NATIONAL AGREEMENT

AND

1960-1963 WAGE AGREEMENT

1960-1963

GE-IUE (AFL-CIO)
NATIONAL AGREEMENT

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PREAMBLE

This Agreement (referred to as the 1960 GE-IUE (AFL-CIO) NATIONAL AGREEMENT is entered into as of the 22nd day of October, 1960 by and between the General Electric Company (hereinafter referred to as the "Company") and the International Union of Electrical, Radio and Machine Workers (AFL-CIO) (hereinafter referred to as the "Union"), acting for itself and in behalf of each of the below-listed IUE (AFL-CIO) Locals currently certified as collective bargaining representatives of Company employees and such other IUE (AFL-CIO) Locals as may hereafter be certified as collective bargaining representatives of Company employees (each referred to individually as the "Local").

The Locals which are initially parties to this National Agreement and the bargaining units represented by such Locals and the Union are listed below:

LOCAL NO.	LOCATION	CLASSIFICATION
119	Philadelphia, Pa.	Salaried
119	Philadelphia, Pa.	P & M
119	Philadelphia, Pa. (Small Appliance Service Center)	Servicemen
120	Philadelphia, Pa. (Apparatus Service Shop)	P & M
151	Miami, Fla. (Apparatus Service Shop)	P & M
161	Roanoke, Va.	P & M
171	Tampa, Fla. (Apparatus Service Shop)	P & M
181	Charlotte, N.C. (Apparatus Service Shop)	P & M

LOCAL NO.	LOCATION	CLASSIFICATION
191	Rome, Georgia	P & M
192	Augusta, Ga	P & M
201	River Works, Lynn	P & M and Salaried
201	West Lynn, Mass.	P & M and Salaried
203	Bridgeport, Conn	P & M
240	Bridgeport, Conn	Salaried
248	Burlington, Vt.	P & M
251	Cambridge, Mass. (S & D Shop)	Office Clerical
253	Worcester, Mass	P & M
254	Pittsfield, Mass	Salaried
255	Pittsfield, Mass	P & M
264	Holyoke, Mass	P & M
283	Providence, R.I.	P & M
286	Fitchburg, Mass.	P & M
301	Schenectady, N.Y.	P & M
301	Schenectady, N.Y.	Powerhouse
301AE	Schenectady, N.Y. (Knolls Atomic Power Laboratory)	P & M
303	Albany, N.Y. (Apparatus Service Shop)	P & M
310	Elmira, N.Y.	Lab. Tech.
320	Syracuse, N.Y.	P & M
359	Waterford, N.Y.	P & M
364	Auburn, N.Y. (TV Whse.)	P & M
427	Clifton, N.J. (Tube Whse.)	P & M
438	Springfield, N.J.	Salaried
455	Trenton, N.J.	P & M
455	Trenton, N.J.	P & M
463	New York Appliance Service Center Downtown	P & M
463	New York Appliance Service Center Uptown	P & M
492	New York City (Major Appliance Condensing Shop)	P & M
	Newark, N.J. (Newark Lamp)	P & M

LOCAL NO.	LOCATION	CLASSIFICATION
492	Newark, N.J. (Seaboard Lamp)	P & M
492	Newark, N.J. (Lamp Service Dist.)	Truckdrivers
492	Newark, N.J. (Lamp Service Dist.)	Warehousemen
602	New Kensington, Pa.	P & M
620	Charleston, W. Va. (Apparatus Service Shop)	P & M
623	Pittsburgh, Pa. (Apparatus Service Shop)	Salaried
623	Pittsburgh, Pa. (Apparatus Service Shop)	P & M
640	Bridgeville, Pa.	P & M
645	Johnstown, Pa. (Apparatus Service Shop)	P & M
704	Bucyrus, Ohio (Lamp Plant)	P & M
707	Cleveland, Ohio (Auto Truck Section)	Truckdrivers
707	Cleveland, Ohio (Bulb Plant)	P & M
707	Cleveland, Ohio (E. Cleveland Lamp Plant)	P & M
707	Cleveland, Ohio (Lamp Equipment Operation)	P & M
707	Cleveland, Ohio (Glass Machine Operation)	P & M
707	Cleveland, Ohio (Large Lamp Engr. Piloting)	P & M
707	Cleveland, Ohio (Photo Lamp Engr. Pilotag)	P & M
707	Cleveland, Ohio (Miniature Lamp Engr. Piloting)	P & M
707	Cleveland, Ohio (Lamp Development)	P & M
707	Cleveland, Ohio (Lamp Plant)	P & M
707	Cleveland, Ohio (Plant Engineering and Utilities—Nela)	Boiler Room

LOCAL NO.	LOCATION	CLASSIFICATION
707	Cleveland, Ohio (Plant Engineering and Utilities—Nela)	Maintenance
707	Cleveland, Ohio (Plant Engineering and Utilities—Nela)	Grounds Crew
707	Cleveland, Ohio (Plant Engineering and Utilities—East 152 St.)	Boiler Room
707	Cleveland, Ohio (Plant Engineering and Utilities—East 152 St.)	Cafeteria
707	Cleveland, Ohio (Plant Engineering and Utilities—East 152 St.)	Maintenance & Service
707	Cleveland, Ohio (Quartz Plant)	P & M
707	Cleveland, Ohio (Service District-Warehouse)	P & M
707	Cleveland, Ohio (Apparatus Service Shop)	P & M
707	Cleveland, Ohio (Apparatus Warehouse)	P & M
707	Cleveland, Ohio (Welds Plant)	P & M
707	Cleveland, Ohio (Parts Development)	P & M
707	Cleveland, Ohio (Lamp Wire Plant)	P & M
707	Cleveland, Ohio (Pitney Glass Plant)	P & M
707	Cleveland, Ohio (Taft Ave. Lamp Warehouse)	P & M
707	Cleveland, Ohio (E. 116th St.-Lamp Whse.)	P & M
722	Columbus, [illegible] Supply Co.)	Maintenance
731	Warren, Ohio (Apparatus Service Shop)	Office Clerical
734	Memphis, Tenn. (Ohio Lamp Plant)	P & M
	Youngstown, Ohio	P & M
		P & M
		P & M

LOCAL NO.	LOCATION	CLASSIFICATION
739	Tiffin, Ohio	P & M
747	Jonesboro, Ark.	P & M
761	Louisville, Ky.	P & M
773	Louisville, Ky. (Apparatus Service Shop)	P & M
773	Cincinnati, Ohio (Apparatus Service Shop)	P & M
781	Anniston, Ala.	P & M
782	Tyler, Tex.	P & M
786	Houston, Tex. (S & D Shop)	P & M
788	Dallas, Texas (Apparatus Service Shop)	P & M
805	Teil City, Ind.	P & M
817	Kansas City, Mo. (Apparatus Service Shop)	P & M
817	Kansas City, Mo. (S & D Reconditioning Shop)	P & M
818	St. Louis, Mo. (Apparatus Service Shop)	P & M
850	Los Angeles, Calif. (Tube Wire.)	P & M
853	Oakland, Calif. (Wire and Cable)	Salaried
901	Fort Wayne, Ind.	P & M
901	Fort Wayne, Ind.	P & M
925	Linton, Ind.	P & M
931	Holland, Michigan	P & M
1002	Seattle, Wash. (Apparatus Service Shop)	P & M
1011	Joliet, Ill.	P & M
1081	DeKalb, Ill.	P & M
1140	Minneapolis, Minn. (Apparatus Service Shop)	P & M
1161	Milwaukee, Wisc. (Apparatus Service Shop)	P & M
1161	Appleton, Wisc. (Apparatus Service Shop)	P & M
1506	Oakland, Calif. (Lamp Plant)	P & M
1507	San Jose, Calif.	P & M

ARTICLE I

Union Recognition

1. The Company agrees to recognize the Union on behalf of and in conjunction with its Locals for those bargaining units of Company employees for which the Union or any of its Locals, through National Labor Relations Board certifications, is designated as the exclusive collective bargaining representative of employees within such units for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

2. Where the Union or any of its Locals through National Labor Relations Board certifications shall have been lawfully designated as the exclusive collective bargaining representative for any additional bargaining units of Company employees, such certified representative shall be recognized as provided above and become a party hereto, and the terms of this National Agreement shall thereupon be applicable to the employees within such unit.

ARTICLE II

Union Security

1. The Company, for each of its employees included within the bargaining units recognized by the Company pursuant to Article I hereof, who individually, in writing, duly authorizes his Company Paymaster to do so, will deduct from the earnings payable to such employee on the second pay day of each month, the monthly dues (including initiation

fee, if any) for such employee's membership in the Local and shall remit promptly to the Local all such deductions. Local unions and local management are authorized to negotiate variations from this check-off procedure with respect to the frequency of dues deductions (including weekly dues deductions), and to modify check-off authorization forms in accordance with any such local agreements.

2. Subject to applicable law, any such authorization shall be revocable by the individual employee by individual notice in writing mailed by registered or certified letter to the Company postmarked not earlier than September 21 and not later than September 30 of any year during the term of this Agreement, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement. A copy of such notice will promptly be provided by the Company to the Local.

3. Individual authorizations executed after the effective date of this Agreement shall be signed cards in the form set forth below, executed by the employee and transmitted to the Company Paymaster.

GENERAL ELECTRIC COMPANY DATE .....

..... WORKS S.S. NO. .....

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES TO LOCAL NO. INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS AFL-CIO

To Paymaster

I hereby cancel any authorization heretofore given to you to deduct my Union membership dues from my earnings.

For each month during which I work for the General Electric Company while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local No. of the International Union of Electrical, Radio and Machine Workers AFL-CIO, my Union membership dues (as certified to the Company by the Local) and I hereby authorize and direct you to deduct such membership dues from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such membership dues from my earnings payable the second pay day of each month but if not so then deducted in any particular month, you are then authorized to make such deduction from my earnings payable in any subsequent month.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company postmarked not earlier than September 21 and not later than September 30 of any year during which the 1960 GE-IUE National Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

PAY NO. _____

_____
Signature of Employee

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION INITIATION FEE TO LOCAL NO. , INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS AFL-CIO.

I further hereby assign, from my earnings now or hereafter payable to me from the General Electric Company, to Local No. of International Union of Electrical, Radio and Machine Workers AFL-CIO, the sum of $ as my Union initiation fee and I hereby authorize and direct you to deduct such sum from my earnings and pay the same for my account to such Local. You are authorized to deduct such sum from my earnings payable the second pay day of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent month.

PAY NO. .....

Signature of Employee

ARTICLE III

Working Conditions

1. The Company will continue to provide systematic safety inspections, safety devices, guards, and medical service to minimize accidents and health hazards on its premises.

ARTICLE IV

Discrimination and Coercion

1. Neither the Company nor any of its Foremen, Superintendents, or other agents or representatives, shall discriminate against any employee because such employee is a member, Steward, Officer, or other agent or representative of the Union or of any Local.

2. Neither the Union nor any Local, nor any Steward, Officer, or other agent or representative of either, shall intimidate or coerce any employee, nor solicit members or funds in the plant during working hours.

3. The policy of the Company, the Union and its IUE Locals is not to discriminate against any employee on account of race, color, sex, creed, marital status or national origin.

ARTICLE V

Working Hours. Straight Time—Overtime

1. (a) *Workweek*

The regular working week for both salaried and hourly rated employees shall be 40 hours per week, 8 hours per day, 5-day week, from Monday to Friday inclusive. The workweek on multiple shifts may be less than 40 hours.

An employee's workday is the twenty four hour period beginning with his regularly assigned starting time of his workshift, and his day of rest starts

at the same time on the day or days he is not scheduled to work. His workweek starts with the start of his regularly assigned work period on Monday of that workweek, except on continuous operations. Upon commencing work on Monday at a newly assigned starting time which is earlier than his starting time during the preceding week, the workday immediately preceding such Monday shall end provided the employee has had a 24-hour period of rest prior to the newly assigned starting time.

Variations in hours of work and schedules of hours of the several shifts, including multiple shifts where the workweek starts late Sunday night and where such hours on Sunday are considered as part of the Monday workday, are subjects for local negotiations.

(b) *Continuous Operations*

Special schedules of hours and overtime will apply on jobs which require continuous operation, such as powerhouse attendants and on jobs requiring continuous manufacturing processes such as those which, for reasons of protection of equipment and material, must be run on a 24-hour day and a week-by-week basis.

(c) When a change is made in the hours of work or working schedules of substantially all employees of a plant or a department thereof, local Management will notify the employees and the Locals respectively affected at least one week in advance of the effective date of such change. When a change is made in the hours of work or working schedules of

s individuals or smaller groups of employees, oreman will give the affected employees and Union Steward as much notice as possible.

ay grievance resulting from the establishment of w working schedule will be handled through the ular grievance procedure.

Overtime—Regular Workweek

The Company will pay an hourly rated or salaried mployee on a nonexempt job for overtime as fol-ows:

(a) At the rate of time and one-half for hours worked either

(1) In excess of 8 hours in any single workday; or

(2) In excess of 40 hours in any given work-week; or

(3) In excess of 8 hours in any continuous 24 hours beginning at the starting time of the employee s shift; or

(4) After working his regular schedule, if on multiple shifts of less than 8 hours each; or

(5) On his Saturday.

(b) At the rate of double time for hours worked either

(1) On his Sunday; or

(2) On his holiday (either listed or observed); or

(3) In excess of 12 hours in his workday; pro-

vided that an employee who shall have worked in excess of 12 hours in any single workday, and who shall be required to continue at work beyond that workday; shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work; or

(4) Outside the employee's regularly scheduled shift on a calendar Sunday or calendar holiday.

(c) An employee who is transferred from his regular established shift to another and who is thereafter returned to his original shift during the same week, or during the immediately succeeding week, shall be paid at the rate of time and one-half for the first 8 hours worked following the first such transfer, except where either or both such transfers (i) results from the failure of another employee or employees to report for work, or (ii) is made in connection with a lack of work situation, or (iii) is made at the employee's request, (iv) results from an emergency breakdown of equipment or machinery or (v) is made in connection with an established program of shift rotation.

3. *Continuous Operations*

(a) Workday—Workweek

(1) When any employee on continuous operations has a scheduled workweek of 5 days at work and 2 days off, his first scheduled day off shall be considered as the 6th day of his workweek, and his second scheduled day off, whether or not successive, as the 7th day of

his workweek. When such working schedule contains a regularly recurring workweek of 6 days at work and one day off, such scheduled day off shall be considered as the 7th day of his workweek and the day immediately preceding as the 6th day of his workweek.

4. *Overtime—Continuous Operations*

The Company will pay an hourly rated or salaried employee on a nonexempt job for overtime as follows:

(a) At the rate of time and one-half for hours worked either

(1) In excess of 8 hours in any single workday; or

(2) In excess of 40 hours in any given workweek; or

(3) In excess of 8 hours in any continuous 24 hours beginning at the starting time of the employee's shift; or

(4) On his Saturdays or Sundays if either day is not his 7th day of his workweek; or

(5) On employee's 7th day of his workweek if such day is neither his Saturday, Sunday or observed holiday; or

(6) On his Saturdays and Sundays (as a minimum if employee is on a special schedule other than that outlined in 3 (a) (1) above).

(b) At the rate of double time for hours worked

either

(1) On the employee's 7th day of his workweek, if such day is his Saturday, Sunday or observed holiday; or

(2) On the holidays listed in Article VII as paid holidays, or

(3) On the employee's 6th day of the workweek if falling on an observed holiday, or

(4) In excess of 12 hours in his workday; provided that an employee who shall have worked in excess of 12 hours in any single workday, and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work.

5. *Salaried Employees on Exempt Jobs*

"Exempt" salaried employees shall be paid at the rate of time and one-half for planned hours of work performed on the sixth day of their workweek. Such employees who perform planned work on listed and observed holidays or on Sunday, if Sunday is the 7th consecutive day worked in the week, shall be paid at the rate of double time.

6. *General*

(a) Listed holidays referred to above shall mean those holidays listed in Article VII of this Agreement.

(b) Each Local shall be furnished a list of the observed holidays referred to above.

(c) Computation of overtime shall be in accordance with the day as defined in 1(a) above and shall be allowed under only one of these overtime provisions for any given hours.

(d) All salaried employees if absent for personal reasons other than vacation shall be paid in accordance with the established plan.

(e) In cases where the Company instructs employees to report ahead of schedule and/or remain after the regular schedule to change clothes, etc., employees involved will be paid for such additional time.

7. *Night Shift Differential*

Hourly rated and salaried employees assigned to recognized second and third shift operations shall have 10% added to their regularly determined earnings for all work performed on such shifts.

8. *Other Special Payments to Hourly Rated Employees*

(a) *Early Reporting and Call-In*

(1) Employees who are called in outside of their regular schedule of hours will be paid at the applicable premium rate, but not less than the equivalent of four hours pay at their straight-time rate. The straight-time rate for qualified pieceworkers will be not less than their A.E.R. and for learners on piecework will be the lower of their average earnings or their A.E.R.

(2) Day shift employees who are called back after the end of their regular day shift (or told to report prior to their regular starting time) will be

paid at the rate of time and one-half for hours worked outside their regular schedule, up to midnight and at the rate of double time for hours worked after midnight and up to the beginning of the regular day shift.

(3) Employees on the second and third shifts who are called back after the end of their regular shift (or told to report prior to their regular starting time) will be paid at the rate of time and one-half for hours worked up to the beginning of their regular shift.

(4) Subsections (1) (2) and (3) above are not applicable where an employee continues to work into the next shift following his normal quitting time.

(b) *Report In Time*

Employees who report for work in accordance with their regular schedules, and, without previous notice thereof, neither their regularly assigned nor any reasonably comparable work is available, will receive not less than four hours pay at the rate applicable had they worked. This subsection (b) shall not be applicable where the inability of the Company to supply work is the result of fire, flood, power failure or work stoppage by employees in the same Company location. Qualified pieceworkers will be paid at least their anticipated earned rate. Learners on piecework will be paid their average earnings if less than the anticipated earned rate.

(c) *Dispensary Time*

Employees will be paid at their applicable rate for time spent in attending the Company dispensary for examination or treatment of any injuries arising out of and in the course of their employment, whenever

such time would otherwise have been spent by the injured employee on the work assigned to him. If the time lost exceeds thirty (30) minutes in the regular workweek, pieceworkers will be paid for such time. Qualified pieceworkers will be paid at least their anticipated earned rate. Learners on piecework will be paid their average earnings if less than the anticipated earned rate.

9. *Division of Overtime*

Overtime shall be divided as equally as proficient operations permit among the employees who are performing similar work in the group.

ARTICLE VI

Wage Rates

1. Any question which affects hourly rates, piecework rates or salary rates of individuals or groups shall be subject to negotiation between the Local and the local Management.

2. The Company shall furnish the respective Locals concerned with information concerning all hourly and salaried job classifications, definitions, rates and progression schedules, including the anticipated earned rate, if any, for piecework jobs, and changes therein, for all jobs included within the bargaining units respectively represented by such Locals. Such Locals will also be informed of those piecework jobs within such bargaining units for which there is no anticipated earned rate. It is understood that the job classifications and definitions referred to above are merely for purposes of identification and general description and do not purport to be all-inclusive or exhaustive of the actual requirements of any job so classified or defined.

3. When an employee is hired or transferred through the Company Personnel Department, he will be given a card showing his job classification, starting rate, rate of progression or progression schedule, if any, job rate and anticipated earned rate and sharing rate, if any, applicable to the job for which he is hired or to which transferred.

4. *Piece Prices—Hourly Rated Piecework Employees*

(a) Piece prices are classified as standard, temporary or special and all piecework vouchers will indicate the classification.

(1) *A Standard Piece Price* is one set where the manufacturing method has become established.

(2) *A Temporary Piece Price* is one set where the manufacturing method is under development or has been changed, or the average pieceworker on the job has not yet attained normal performance.

(3) *A Special Piece Price* is one set on work which usually repeats infrequently or is in small quantities or has some special feature or purpose.

(b) There will be no change in a standard price except where there is a change in manufacturing method.

Where such a change in manufacturing method is made, the price may be adjusted. However, such adjustment shall be limited to those parts of the job affected by the change.

In order that the operator will be able to make the

same hourly earnings under a new price where a change in manufacturing method is made which does not reduce the job value on which the original price was computed, the adjusted price will be in direct proportion to the change in allowed time for the part of the job affected by the new method. When a price is reduced on such jobs, the employee and his representative will be given at least one week's notice that the price is to be changed.

(c) Subject to the foregoing, the Company will replace a temporary price with a standard price within six months if reasonably possible under the circumstances.

(d) A piecework employee temporarily taken off his regular job by the Company to perform another job, when he would otherwise have continued working on his regular job, shall be paid no less than his average straight time earning rate on his regular job.

In cases of machine breakdowns, faulty material, lack of material, or other unusual conditions, generally of short duration and not the fault of the operator, the employee will be paid for such conditions in accordance with the present local practice, provided the employee notifies his Foreman at the time the condition occurs.

(e) When a Company representative makes a time study of any job, the employee and his Steward will be notified and advised of its purpose. On jobs where the piece price is in dispute between the Company and the Local, and is scheduled to be retimed, the Steward may be present during this retiming and observe the conditions under which it is made. If the Steward requests, the Foreman will explain to him

the data used in making up the piece price from the time study and/or applicable tables.

5. Step Rates and Progression Schedules

The Union and the Locals recognize that starting rates and job rates for hourly rated and salaried employees vary, depending on the job, its location and its surrounding circumstances. (Draftsmen and drafting apprentices are covered by a separate supplement.)

(a) *Hourly Rated Employees*

(1) All starting, intermediate and job rates for hourly rated employees on daywork will be on steps as set out in Table I of the 1960 GE-IUE Wage Agreement as of the dates indicated.

(2) Each hourly rated employee will progress on steps, one step per month for not more than four months, from the starting rate to the job rate established for his particular job, or to the top of the progression schedule (Rate A on Table I of the 1960 GE-IUE Wage Agreement as of the dates indicated), whichever is less. In a few Works the top of the progression schedule will be below Rate A on Table I of the 1960 GE-IUE Wage Agreement as of the dates indicated.

(3) An employee who has progressed to the top of the applicable progression schedule, as

provided in subparagraph (2) above, will, at the end of three additional months, if his rate of pay is more than one step below the job rate for his particular job, be given a further increase of one step.

(4) *Ingrade Progression*

An hourly rated employee on daywork who is classified in a specific grade—such as A, B, or C—of any of the below listed occupations shall be progressively increased to the job rate of such specific grade. Such employee will progress one step at the end of each six-month period, starting with his classification in such specific grade.

Occupations covered are limited to the following: Tool and Die Maker (including Jig, Fixture, Model and Instrument Maker and Diesinker), Electrician; Carpenter, Plumber-Steamfitter, Millwright, Rigger, Tinsmith; Structural Iron and Steel Worker; Painter and Mason, Maintenance Machinist; Tool Welder and Maintenance Welder.

This does not supersede local agreements for the advancement of apprentice graduates or other recognized local agreements.

(b) *Salaried Employees*

(1) Employees on salaried jobs having Grades Nos. 1 to 13 inclusive, will be on steps. Such steps shall begin with starting rates not more than two steps below Grade No. 1. Beginning with Grade No. 1, successive steps shall be approximately equivalent to the suc-

cessive Grades. Starting rates for inexperienced salaried employees on such jobs will be as follows:

For jobs having job rates of Grade No. 5 and below—approximately two steps below the Grade No. 1 rate.

For jobs having job rates above Grade No. 5—approximately the Grade No. 4 rate.

(2) Each such employee will progress on steps, from the starting rate to the job rate established for his particular job, or to the top of the progression schedule (the Grade No. 9 rate), whichever is less as follows:

(i) Three months after hiring — increase one step.

(ii) After three additional months—increase another step.

(iii) After six additional months—increase another step.

(iv) After each additional six months—increase another step.

The provisions of (iii) and (iv) of this subsection shall not apply to employees on jobs having job rates of Grade 6 and below. Such employees shall progress as provided in (i) and (ii) above and receive an increase of one step after each additional three months until the job rate is reached.

(3) An employee who has progressed to the top of the applicable progression schedule, as provided in subparagraph (2) above, will, at the end of six additional months, if his

rate of pay is more than one step below the job rate for his particular job, be given a further increase of one step.

(c) *Hourly Rated and Salaried Employees*

(1) Any further increase in rate for any employee above the top of the progression schedule, up to the job rate for his job, will also be on steps but shall be based solely on the employee's performance on the job, except as provided in Sections 5(a)(3) and (b)(3) of this Article.

(2) Applicants fully experienced on jobs of the kind for which hired will begin at a rate not less than two steps below the job rate and will be increased to the job rate within six months for normal performance.

(3) Subject to the foregoing provisions of this Section 5, the job rate shall be paid for normal performance.

(4) The Company will, to the extent practical, give first consideration for job openings and upgrading to present employees when employees with the necessary qualifications are available. In upgrading employees to higher rated jobs, the Company will take into consideration as an important factor, the relative length of continuous service of the employees who it finds are qualified for such upgrading.

(5) New incentive prices will be set on the basis of the established step rate plan for incen-

tive workers in those locations which have such plans in effect.

(d) *Group Leaders and Instructors Hourly Rated Employees*

(1) Group leaders of dayworker groups shall be paid two steps above the highest job rate in the group. If individuals in any group have a preferential rate above the job rate, the leader may be assigned a rate up to two steps above such preferential rate if negotiated locally.

(2) Group leaders who are leading pieceworkers who are on individual piecework shall be paid at least two steps above the highest AER in the group. Rates in excess of this minimum shall be paid in accordance with job requirements and shall be negotiated locally.

(3) Rates of instructors shall be negotiated locally.

6. *Notice to Locals of Wage Increases for Hourly Rated and Salaried Employees.*

Whenever a Local's request for a wage increase for an employee within its bargaining unit is denied, the Local shall be advised if the increase is subsequently granted by the Company within six months after such request.

7. At those locations which do not have an "anticipated earned rate (AER)" in their rate structure, its counterpart for that location will be used wherever "anticipated earned rate (AER)" is used in this Agreement.

ARTICLE VII

HOLIDAYS

1. *Hourly Rated Employees*

(a) For each of the following holidays not worked, every hourly rated employee not on continuous operations will be paid up to eight hours at his average straight time hourly rate for the week in which the holiday occurs for a number of hours equal to his regular daily working schedule during such week:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4	Christmas Day

Election Day (usually the first Tuesday after the first Monday in November)

*provided that, in any bargaining unit whose local union notifies local management in writing not later than December 16, 1960 that it chooses the holiday-vacation option, this Section shall be deemed to include the following:

George Washington's Birthday)

provided each of the following conditions are met:

(1) Such holiday falls within the employee's regular workweek as determined locally.

(2) Such employee has been employed at least

*Effective January 1, 1961

30 days prior to any such holiday.

(3) Such employee works during the week in which the holiday occurs. This condition shall not prevent payment of holiday pay if the employee fails to work during such week because either

(a) he has been scheduled to work on an alternating schedule of one week on and one week off because of a temporary lack of work condition, or

(b) he has been directly affected by a temporary layoff (except in the case of the temporary layoff of a longer service employee during the period of a week's notice of a shorter service employee required to provide another job for the longer service employee).

(c) solely for purposes of this condition (3), any time in a week for which an employee receives Death-in-Family payment under Article XXV or Jury Duty payments under Article XXIV will be considered to be time worked.

(4) Such employee works his last scheduled workday prior to and his next scheduled workday after such holiday within his scheduled workweeks. This condition shall not prevent payment of holiday pay to:

(i) an employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination the next scheduled workday fol-

lowing the holiday; or

(ii) an employee who has been continuously absent from work on layoff for not more than two weeks prior to the week in which the holiday occurs; or

(iii) an employee who has worked for the Company at any time within the fourteen calendar days prior to the holiday and who is absent either or both such workdays due to verified personal illness or emergency illness at home, death in his family, jury duty, layoff or Union activity.

(b) Employees on continuous operations will be paid for the above-listed holidays under the above conditions if the holiday falls within their scheduled workweek and they are not scheduled to work on the holiday. If such employee fails to work as scheduled, he will not be paid for the holiday. If, however, such failure to work on the holiday is due to verified personal illness, death in the family, jury duty, or emergency illness at home, the employee will be paid for the holiday if he is otherwise eligible in accordance with all of the provisions of Section 1 (a) above.

(c) Hourly rated employees who are receiving the night bonus pursuant to Article V (7) shall have the same added to any holiday pay received by them under this Article.

2.

Any of the above-listed holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the above-listed holidays fall-

ing on Saturday shall be treated for all purposes under this Agreement (including the purposes of Section 2(b) (4) of Article V) as falling on the preceding Friday and shall be for such purposes observed on that Friday only. However, local plant management and a local union may, by local agreement in writing, substitute a day other than the preceding Friday for any such holiday which falls on Saturday.

For an employee on continuous operations, when a holiday falls on his scheduled day off, his next non-premium scheduled workday shall be deemed to be his holiday. In no event will an employee receive the holiday pay or premium more than once for a holiday.

3. Local management and the local union at each plant may agree in writing to substitute a different holiday in place of any of the above-listed holidays for all purposes.

ARTICLE VIII

Continuity of Service

Service Credits

1. *Definition of Terms*

(a) "Continuity of service" designates the status of an employee who has service credits totaling 52 or more weeks.

(b) "Continuous service" designates the length of each employee's continuity of service, and shall equal the total service credits of an employee who has "continuity of service."

(c) "Service credits" are credits for periods during which the employee is actually at work

for the Company or for periods of absence for which credit is granted. (As provided in Section 3.)

(d) "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.

(e) "Illness" shall include pregnancy, whenever the Foreman or other immediate supervisor is notified prior to absence from work.

2. *Loss of Service Credits and Continuity of Service*

Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee

(a) Quits, resigns, or is discharged.

(b) Is absent from work for more than two consecutive weeks without satisfactory explanation.

(c) Is absent from work because of personal illness or accident and fails to keep his supervisor notified monthly, stating the probable date of his return to work. In cases of pregnancy the first such notification must be given not later than eight weeks after termination of pregnancy.

(d) Is notified within a year from date of layoff that he may return but fails to return or to

give satisfactory explanation within two weeks.

(e) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Company.

(f) Is absent from work for a continuous period of more than one year for any reason other than a leave of absence granted in advance.

The service record of each employee laid off and re-employed after layoff, will be reviewed by the Company at the time of his re-employment and in each case, such employee will be notified as to his service credits and continuity of service, if any. If the Company re-employs an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, such employee shall have such service credits and continuity of service automatically restored, if such layoff did not exceed three years and if his continuous service at the time of his layoff was greater than the total length of such layoff.

Individuals who at the time of layoff had more than five, but less than ten, years of continuous service shall, despite loss of service, be retained on the recall list and eligible for re-employment in accordance with the applicable Local procedure for a period of 18 months following layoff, or in the case of individuals with 10 or more years of continuous service at the time of layoff, for a period of 24 months.

3. *Service Credits*

Service credits for each employee shall be granted for periods during which the employee is actually at

work for the Company and for absences as follows:

(a) Employees without continuity of service who lose time due to a compensable accident will receive service credits for such lost time up to a maximum of three months. For all other absences of two weeks or less, such employees will receive service credits but, if absent more than two weeks, no service credit will be allowed for any part of such absence.

(b) Employees with continuity of service, if absent on account of illness, accident or layoff, will receive service credits for any absence of six months or less. Where any such absence exceeds six months, no service credits will be allowed for the excess time. However, where the absence of such an employee is due to a compensable accident, and where the employee is re-employed without loss of continuity of service, service credits will be restored for the period of his absence in excess of six months up to a maximum of six additional months. For all other absences of two weeks or less, such employees will receive service credits, but, if the absence is longer than two weeks, no service credits will be allowed for any part of such absences.

If an employee who has lost prior service credits or continuity of service is re-employed, he shall be considered a new employee and will not receive service credits (unless all or part of prior service credits are restored) for any time prior to the date of such re-employment.

ARTICLE IX

VACATIONS

1. *Paid Vacation Periods*

Vacations with pay will be granted in each calendar year (hereinafter called the "vacation year") to eligible employees as follows:

(a) *Salaried Employees*

Years of Continuous Service	*Vacation*
1	2 weeks
11	2 weeks, 1 day
12	2 weeks, 2 days
13	2 weeks, 3 days
14	2 weeks, 4 days
15	3 weeks

*(provided that, in any bargaining unit whose local union notifies local management in writing not later than December 16, 1960 that it chooses the holiday-vacation option, this Section shall be deemed to include the following:

4 weeks vacation for 25 years of continuous service).

(b) *Hourly Rated Employees*

Years of Continuous Service	*Vacation*
1	1 week
2	1 week, 1 day
3	1 week, 2 days
4	1 week, 3 days
5	2 weeks

*Effective January 1, 1961

11	2 weeks, 1 day
12	2 weeks, 2 days
13	2 weeks, 3 days
14	2 weeks, 4 days
15	3 weeks

(provided that, in any bargaining unit whose local union notifies local management in writing not later than December 16, 1960 that it chooses the holiday-vacation option, this Section shall be deemed to include the following:

4 weeks vacation for 25 years of continuous service)

2. *Eligibility Requirements*

An employee whose continuity of service is unbroken as of December 31 of the year immediately preceding the vacation year shall qualify for a vacation or vacation allowance under the provisions of this Article if he:

(a) Actually performs work as an active employee of the Company during the last full calendar week of the year immediately preceding the vacation year; or

(b) Receives earnings from the Company directly applicable to all or part of such week.

If an employee has not qualified under (a) and (b) above, but returns to work without loss of continuity of service during the vacation year, he will become entitled to a vacation or vacation allowance in the vacation year after he shall have worked in the vacation year for one month or for a period equal to that of his absence if his absence was less

*Effective January 1, 1961

than one month. Any such employee re-employed too late to work for one month in the vacation year will be paid his vacation allowance and may have a portion of the time out considered as the vacation to which he is otherwise eligible.

3. *Determination of Paid Vacations*

(a) *Basic, or Guaranteed Vacations*

The basic vacation period of an eligible employee shall be based upon his length of continuous service as of December 31 of the year immediately preceding the vacation year.

(b) *Additional (or Initial) Vacation*

An eligible employee whose continuing accumulation of service credits during a vacation year entitles him to an additional vacation under the provisions of Section 1 (or who completes his first year of continuous service during the vacation year) will receive such additional vacation (or his initial vacation), provided that an employee shall not be entitled to any such vacation in a vacation year unless he shall actually perform work as an active employee of the Company after having qualified for such vacation during such vacation year.

4. *Termination of Employment*

An employee who quits, is discharged, dies or retires will promptly thereafter receive the full vacation allowance to which he may then be entitled. In the case of employees who die, vacation allowances will be treated as wages owing the employee, and payment made accordingly.

5. *Absences of Employees*

(a) *Leave of Absence*

An employee who is granted a leave of absence, may have the first portion of such leave designated as the period of any vacation to which he may then be entitled, if the Manager shall approve.

(b) *Illness, Accident and Layoff*

An employee who is absent because of illness or accident, or because he is laid off for lack of work, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which he may then be entitled, if the Manager shall approve.

(c) *Other Absences*

An employee who is absent from work for any reason other than those reasons listed above will not be entitled either to have his vacation scheduled or to receive a vacation allowance during the period of such absence.

(d) *Vacation Payment Guarantee*

An employee whose absence from work continues beyond the end of a vacation year and who did not receive in such vacation year the full vacation pay for which he had qualified, shall receive at the end of such absence or upon prior termination of service, a vacation allowance in lieu of any vacation to which he was still entitled at the end of the vacation year.

6. *Computation of Vacation Pay*

(a) *Basic Formulas*

Vacation pay for each week of vacation to which an employee is entitled will be computed by multiplying the appropriate weekly hour-multiplier as determined by subsection (b) below, by the appropriate rate-multiplier as determined by subsection (c) below. (Vacation pay for any extra day of vacation to which an employee may be entitled will be determined by (i) dividing by five the weekly hour multiplier determined for him under subsection (b) below and (ii) multiplying such daily equivalent by the appropriate rate-multiplier determined by subsection (c) below).

(b) *Determination of Weekly Hour-Multiplier*

The weekly hour-multiplier for vacation pay computations for all employees will be 40 hours except as noted in the following paragraphs of this subsection (b).

(i) *Short Schedules*

The weekly hour-multiplier of an employee whose regular weekly schedule at the time his vacation begins is less than 40 hours will be the greater of either (A) his scheduled hours per week at the time the vacation begins, or (B) his scheduled hours per week during the last fiscal week, as determined by the GE fiscal calendar, worked by him during the year preceding the vacation year, but in any event will not be greater than 40 hours.

(ii) *Multiple-Shift Short Schedule*

Notwithstanding the provisions of (i) above, the weekly hour-multiplier for an employee who is on a multiple shift operation and whose regular weekly

schedule of hours is not less than 37½ hours shall be not less than 40 hours.

(iii) *Extended Schedules*

The weekly hour-multiplier of an employee who shall have worked an average of more than 40 hours per week during the GE fiscal year which immediately precedes the vacation year will be determined in accordance with the following schedule:

Average Weekly Hours	*Weekly Hour-Multiplier*
40 but less than 42	40
42 " " " 42.5	42
42.5 " " " 43.5	43
43.5 " " " 44.5	44
44.5 " " " 45.5	45
45.5 " " " 46.5	46
46.5 " " " 47.5	47
47.5 and higher	48 (maximum)

NOTE

For the purposes of the foregoing schedule, average weekly hours will be computed by dividing the total number of hours actually worked by the employee during said fiscal year by the number of weeks in such year, except that the following listed types of time lost from work will be counted as time worked:

(A) Time spent on union activity;
(B) A listed or observed holiday;
(C) Jury duty service;
(D) Attendance pursuant to orders at an armed services encampment or other armed services continuous training program, provided that no more than 17 days in a single calendar year shall be so credited as time worked;
(E) Annual shutdown and vacation periods;
(F) Salaried employees' personal absences for which pay is granted;
(G) Time paid for death-in-family absences.

(c) *Determination of Rate-Multiplier*

The rate-multiplier for various types of employees will be as follows:

	Rate Multiplier The greater of	
Type of Employee	**Current Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)**	**Year-End Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)**
Hourly employee on incentive	His average earnings (exclusive of overtime premium) obtained from the last periodic statistics available at the time his vacation begins (except that when an employee's job and rate are changed within one month before his vacation period, the new rate of earnings will be used in place of the last regular periodic statistical	His average earnings (exclusive of overtime premium) obtained from the last periodic statistics applicable to time worked by him during year preceding vacation year.
Type of Employee	**Current Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)**	**Year-End Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)**
Hourly employee on daywork	Regular hourly daywork rate in effect at time his vacation begins.	Regularly hourly daywork rate in effect during the last full calendar week worked by him during year preceding vacation year.
Salaried employee	Hourly equivalent of employee's actual straight time salary rate in effect at time vacation begins.	Hourly equivalent of employee's actual straight time salary rate for last week worked by him during year preceding vacation year.

7. *Scheduling of Vacations*

(a) *At Time of Annual Shutdowns*

Those Works shutting down annually shall consider the vacation season for eligible employees to run concurrently with the shutdown period. Employees entitled to a third week of vacation will schedule this week immediately before or after the shutdown period. Exceptions for certain departments or individuals by reason of the requirements of the business shall be at the Manager's discretion.

As the practice of annual shutdown is applied in the several Works which have not followed this practice previously, the Company will discuss the situation with the Local as far in advance as possible.

(b) *Outside of Shutdowns*

Vacations, where there is no annual shutdown, will be scheduled to conform to the requirements of the business.

(c) *Postponement or Division of Vacation*

It will not be permissible to postpone vacations from one year to another, or to omit vacations and draw vacation pay allowances in lieu thereof, except with the written approval of the Manager. No vacation shall be divided unless it is of two weeks or more duration, in which case it may, with the consent of the Manager, be divided.

8. *Time of Vacation Payment*

Except as otherwise provided in this Article, vacation allowances shall be paid to an employee on or

about the last day worked by him prior to the beginning of the vacation scheduled for him. An employee who takes his vacation prior to the date upon which he becomes eligible, will receive payment (computed in accordance with Section 6 above) after he becomes eligible. Additional day or days for which an employee may qualify later in the year may be taken at the time of the regular vacation and payment for such time (computed in accordance with Section 6 above) will be made after the employee has qualified.

9. *Holiday in Vacation Period*

When the vacation period of any employee includes one of the holidays listed in Article VII, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. When the vacation period of a salaried employee includes an observed holiday, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. In either case, the extra day must be taken immediately before or after as an extension of the vacation.

ARTICLE X

TRANSFERS

1. *Hourly and Salaried Employees*

(a) In the case of employees who are laid off from their regular jobs for lack of work, every effort will be made to transfer them to related jobs having an equal rate or to available openings on jobs having a higher rate.

(b) Employees permanently transferred to lower rated jobs will receive either one week's advance notice of such transfer, or payment for the first week's work after transfer at their rate immediately prior to transfer. For pieceworkers such payment shall be at the rate of their immediately preceding average straight time earnings.

(c) An employee who desires a transfer to another shift may so advise his Foreman in writing with a copy to the Personnel Department. As openings occur in his department on work for which he is presently qualified, consideration will be given his request along with others in accordance with his relative seniority. Such transfers, however, shall not take precedence over the normal upgrading of qualified longer service employees. Exceptions to the above may be made in certain special cases by mutual consent.

This does not supersede any existing local agreement.

2. *Hourly Rated Daywork Employees*

(a) An hourly rated employee on daywork when permanently transferred

(1) to a related daywork job having a lower or equal job rate will be paid the job rate of the job to which he is transferred, unless the employee to be so transferred is on a progression schedule at a rate less than the job rate, in which case he will be transferred at his rate immediately prior to transfer and progress to the job rate in accordance with Section (5) below;

(2) to a related daywork job having a higher job rate will be paid a rate not less than two

steps below the job rate of the job to which he is transferred, and will thereafter progress to the job rate in not more than six months.

(3) through upgrading, to a daywork job having a higher job rate will be transferred at not less than his rate immediately prior to transfer and will be paid the job rate of the new job for normal performance.

(4) from a job not on a progression schedule to an unrelated daywork job, having a lower job rate of:

a) Rate B on Table I of the 1960 GE-IUE Wage Agreement (as of the dates indicated) and below, will be paid a rate not less than two steps below the job rate of the job to which he is transferred.

b) Rate C on Table I of the 1960 GE-IUE Wage Agreement (as of the dates indicated) and above, will be paid a rate not less than Rate A on that Table (as of the dates indicated).

(5) to any daywork job, will receive the job rate of the job to which he is transferred for normal performance, but if after transfer he is on a progression schedule and receiving less than the job rate, he will progress to that job rate on steps in accordance with the applicable progression schedule; if not on a progression schedule he will progress to the job rate on the basis of performance.

(6) to a piecework job where the training time is incidental will be paid his immediately preceding hourly rate or the anticipated earned rate of the new job, whichever is lower, for

a period of three weeks, except that he will be paid his earnings on the job to which he is transferred if they are higher.

(7) to a piecework job where necessary training time is more than incidental, will be paid, during such time, ten cents more per hour than the minimum starting rate for such job, or his rate on his immediately preceding job, whichever is lower, but not more than the AER of the job. He will be paid his piecework earnings whenever they are in excess of such rate.

(b) The term "related daywork job" means a job having requirements which the experience of such employee in preceding jobs makes it possible for the employee to learn in a substantially shorter time than a new, inexperienced employee.

Under Section 2 (a) 3., upgrading from one class to another in any given trade or occupation, such as Class B toolmaker to Class A toolmaker, is not considered a transfer to a "related daywork job."

3. *Hourly Rated Piecework Employees*

(a) An hourly rated employee on piecework when permanently transferred

(1) to another piecework job of equal or higher job value and for which training time is incidental, will be paid, for three weeks, the AER of his previous job or his earnings on the job to which he is transferred, whichever is higher.

(2) to another piecework job of lower job value, and for which training time is incidental, will be paid, for two weeks, the AER of, or

his earnings on the job to which he is transferred, whichever is higher.

(3) to any piecework job where necessary training time is more than incidental, will be paid during such time, ten cents more per hour than the minimum starting rate for such job, or his rate on his immediately preceding job, whichever is lower but not more than the AER of the job. He will be paid his piecework earnings whenever they are in excess of such rate.

(4) to a related daywork job where the training time is incidental, will receive the job rate of the new job, where the training time is more than incidental, he will receive a rate not less than two steps below the job rate of the job to which he is transferred, but not more than his immediately preceding average earnings, and will be paid the job rate for normal performance.

4. *Salaried Employees*

(a) A salaried employee permanently transferred to a salaried job having a lower job rate will be paid his rate on his immediately preceding job or the job rate of the job to which he is transferred, whichever is lower.

(b) A salaried employee who is permanently transferred to a salaried job having a higher job rate will be transferred at his rate on his immediately preceding job, and shall follow the progression schedule, if any, and other applicable provisions set forth in Article VI. Further increases to the job rate will be based on performance, and the job rate will be paid for normal performance.

ARTICLE XI

Reduction or Increase in Forces

1. Whenever there is a reduction in the working force or employees are laid off from their regular jobs, total length of continuous service, applied on a plant, department, or other basis as negotiated locally, shall be the major factor determining the employees to be laid off or transferred (exclusive of upgrading or transfers to higher rated jobs). However, ability will be given consideration.

Similarly, in all cases of rehiring after layoff, total length of continuous service, applied on a plant, department, or other basis as negotiated locally, shall be the major factor covering such rehiring if the employee is able to do the available work in a satisfactory manner after a minimum amount of training.

Where employees have accumulated six months or more of service credits, but have not established continuity of service, such service credits will be considered in the above cases rather than total length of continuous service.

2. Since the number of employees in the individual bargaining units covered under this Agreement varies from less than 50 to more than 10,000, each Local shall negotiate with local Management a written Agreement covering the layoff and rehiring procedure for the employees represented by the Local.

3. Employees who have been or who may be transferred to jobs outside the bargaining units, may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service.

4. An employee who either:

(a) retires at his or her option as provided in the Company Pension Plan; or

(b) who is retired by the Company upon reaching the age for normal retirement as provided in the Company Pension Plan (age 65), whether or not such employee is a participant in the Plan, shall cease to have any rights under the provisions of this Agreement. (However, this Agreement shall continue to be applicable to retired employees returned to active employment by the Company.)

5. Employees will be given at least one week's notice and one week's work at the prevailing schedule before layoffs are made due to decreasing forces.

6. An employee with continuity of service out due to illness for a period not exceeding one (1) year who returns to work shall be re-employed on his former job providing he is able to perform the job and normal seniority provisions permit.

ARTICLE XII

Union and Local Representatives and Stewards

1. *Layoff Deferment*

(a) An employee who is an official of any Local, and who has accumulated six months or more of service credits shall, on written request of the Local, be deferred from layoff (except temporary layoffs) from his job so long as work for which he is qualified is available on such job. If such work is not available on his job, such an employee shall, to the extent necessary to defer him from layoff, be deemed

to ha[illegible] sufficiently greater continuous service than othe[illegible] employees in the bargaining unit to entitle him [illegible] transfer to other work in the unit for which he [illegible] qualified. This provision shall apply to a min[illegible]num of four and a maximum of twelve such officials, dependent on the number of employees within such unit as follows:

Employees	*Union Officials*
500 or less	4
501—2000	8
2001—5000	8
over 5000	12

(b) An employee who is a Steward of such Local and who has accumulated six months or more of service credits shall, upon written request of the Local, and if a majority of the group of employees he represents assents as certified in writing by the Local, be deferred from layoff (except temporary layoffs) from his job so long as work for which he is qualified is available on such job among the group of employees he represents. If such work is not available on his job, such employee shall, to the extent necessary to defer him from layoff, be deemed to have sufficiently greater continuous service than other employees he represents so as to entitle him to transfer to other work for which he is qualified within his group. This provision shall, in general, apply to a maximum of one Steward for each Company Foreman.

(c) Paragraphs (a) and (b) hereof shall apply only to those officials whose names, titles and order of precedence, and to those Stewards whose names and sections, have been furnished in writing to the Company prior to the giving of notice of layoff by the Company and shall not apply to any such officials

or Stewards who are on leave of absence pursuant to the provisions of Section 2 hereof.

2. *Leave of Absence*

Upon written request of the Union or any Local

(a) Employees who are officials of the Union or officers of such a Local, who have at least one year of continuous service, and who represent the Union in its relations with the Company, shall be granted one year's leave of absence by the Company, without forfeiture of prior accumulated continuous service. This provision shall be limited at any one time to not more than 8 officials of the National Union and not more than 3 officers of any Local.

(b) If made at the end of such leave of absence

(1) such leave of absence may be extended yearly for seven additional years for Union or Local officials; provided, however, that no Union or Local official shall be entitled to leaves of absence whose aggregate time exceeds eight years.

(2) such employees will be re-employed in work of the same or a similar character in the same or other divisions of the same plant, if qualified therefor, and if entitled thereto on the basis of their prior accumulated continuous service.

3. *Payment for Time on Local Union Activities*

(a) Unless otherwise provided by local written agreement, employees not on leave of absence pursuant to the provisions of Section 2 hereof will be paid by the Company at their respective rates then prevailing for absences from work while engaged in the following activities on Company premises:

(1) During each fiscal month, the number of weeks in such General Electric fiscal month multiplied by 1½ hours per week for those stewards whose names and sections have been furnished to the Company pursuant to the provisions of Section 1(b) hereof, while engaged in processing grievances at Foreman level pursuant to the provisions of Article XIII Section 2(a).

Where any plant is regularly scheduled on a forty-eight hour per week basis, the above allowances will be based on 2 hours per week.

Payment to stewards will be made on a weekly basis within the above limits.

(2) Up to a total of eight hours per week (exclusive of time payable under Section 1 hereof) for members of Local Executive Board or for Negotiating Committee members while engaged in processing grievances with representatives of local Management pursuant to the provisions of Article XIII, Section 2(b). Such Committee members or Executive Board representatives shall be limited at any one meeting concerning a bargaining unit of less than 5000 employees to six representatives, and shall not exceed twelve for any larger bargaining unit, unless the number is increased by mutual agreement of the Local and local Management. This does not limit the number of Executive Board members and does not prevent meeting of the full Executive Board with local Management when such meetings are arranged in advance.

(b) Employees requesting payment pursuant to the provisions of Paragraph (a) hereof, shall report all time spent on the handling of grievances to their respective Foremen or other immediate supervisors.

Chief Stewards or Executive Committee members in Works where they act as Chief Stewards, will be permitted to contact Stewards in their respective divisions when the officers of the Local deem such contact necessary. They will advise their own Foremen before leaving their departments and also contact the Foreman in the department which they are visiting before they contact the Steward.

The Company shall report their names, rates of pay and time absent from work to their respective Locals, and shall in no event be required to make any payments pursuant to Paragraph (a) hereof, except to the extent that such reports are approved by such Locals, and such Paragraph (a) is otherwise applicable.

ARTICLE XIII

Grievance Procedure

1. Grievances may be filed by an employee or group of employees, a Steward or the Local. Grievances of a general nature filed by the Local shall be initiated at the second step of the grievance procedure.

2. *Steps.* Grievances other than those of a general nature may be processed only by recourse to the following successive steps:

(a) *Step One* (Foreman Level)

(1) Within a reasonable time after the occurrence or knowledge of the situation, condi-

tion or action of Management giving rise to the grievance, the employee affected thereby or his Steward may present the grievance to the employee's Foreman or other immediate supervisor. (If presented by the employee, he may also have his Steward present.)

(2) Within one working day after such presentation, such Foreman or other immediate supervisor shall give to such employee and Steward his decision with respect to such grievance, or shall advise them that additional time for such decision is needed, in which event he shall give them such decision within one week thereafter.

(3) A Steward who submits a written grievance to his Foreman shall receive, upon request, a written reply.

(4) If a settlement is not reached between the Steward and his immediate supervisor, the Local may refer the grievance to two representatives of the Local for discussion in the department with representatives of local Management for settlement, if possible.

(5) *Step Two* (Management Level)

(1) If a settlement is not reached at Step One, the designated Local official may present to a representative designated by local Management, a written statement of such grievance giving all pertinent information relative to the grievance and indicating the relief requested.

The discussions provided for above may, by mutual agreement, be held at the plant location of the Local submitting the grievance, if requested by the Union.

3. *Discipline Based on Warning Notices*

Before imposing a disciplinary penalty or discharge which is based upon the cumulative effect of written warning notices, the Company will notify the employee concerned one week in advance. The matter may be made a subject for grievance discussions, but such discussions shall not prevent imposition of the penalty pending their final outcome, and in the event it is determined that an employee has been improperly penalized, he will be reimbursed for any loss of wages sustained as a result of the imposition of the penalty.

ARTICLE XIV

Strikes and Lockouts

1. There shall be no strike, sitdown, slowdown, employee demonstration or any other organized or concerted interference with work of any kind in connection with any matter subject to the grievance procedure, and no such interference with work shall be directly or indirectly authorized or sanctioned by a Local or the Union, or their respective officers or stewards, unless and until all of the respective provisions of the successive steps of the grievance procedure set forth in Article XIII shall have been complied with by the Local and the Union, or if the matter is submitted to arbitration as provided in Article XV.

2. The Company will not lock out any employee or transfer any job under dispute from the local Works, nor will the local Management take similar action while a disputed job is under discussion at

any of the steps of the grievance procedure set forth in Article XIII, or if the matter is submitted to arbitration as provided in Article XV.

ARTICLE XV
ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XIII, and which involves either,

(a) the interpretation or application of a provision of this Agreement, or

(b) a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause,

shall be submitted to arbitration upon written request of either the Union or the Company, provided such request is made within 30 days after the final decision of the Company has been given to the Union pursuant to Article XIII, Section 2(c). For the purpose of proceedings within the scope of (b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalties (including discharge) is that such penalties shall be imposed only for just cause.

2. (a) Within 10 days following a written request for arbitration of a grievance, the Company or the Union may request the American Arbitration Association to submit a Panel of names from which an arbitrator may be chosen. In the selection of an arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control, except that:

(i) notwithstanding any provision of such Rules, the Association shall have no authority to appoint an arbitrator in any matter who has not been approved by both parties until and unless the parties have had submitted to them at least three Panels of arbitrators and have been unable to select a mutually satisfactory arbitrator therefrom; and (ii) either party may, if it desires, be represented by Counsel.

(b) It is further expressly understood and agreed that the American Arbitration Association shall have no authority to process a request for arbitration or appoint an arbitrator if either party shall advise the Association that such request arises under Section 1(a) of this Article, but that the grievance desired to be arbitrated does not, in its opinion, raise an arbitrable issue. In such event, the Association shall have authority to process the request for arbitration and appoint an arbitrator in accordance with its rules only after a final judgment of a Court has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues. The foregoing part of this subsection (b) shall not be applicable if by its terms the request for arbitration requests only relief from a disciplinary penalty or discharge alleged to have been imposed without just cause.

3. (a) The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority to add to, detract from, or in any way alter the provisions of this Agreement.

(b) It is specifically agreed that no arbitrator shall have the authority to establish or modify any wage, salary or piece rate, or job classification, or

authority to decide the appropriate classification of any employee. Subject to the foregoing limitations on the authority of an arbitrator, nothing in this subsection (h) shall prevent arbitration of a grievance involving a violation of this Agreement.

(c) In addition, notwithstanding any contrary provision of this Article, (i) no provision of this Agreement or other agreements between the parties shall be subject to arbitration pertaining in any way to the establishment, administration, interpretation or application of Insurance or Pension Plans in which employees covered by this Agreement are eligible to participate; (ii) no arbitrator shall have the authority to review, revoke, modify, or enter any award with respect to, any discipline or discharge imposed on employees having less than six months of continuous service with the Company provided that if by Local Understanding a period of less than six months has been agreed upon as the probationary period for new employees, and such Local Understanding is applicable to the particular employee involved, such agreed upon shorter period of time shall be substituted for "six months" in the foregoing, and provided further that nothing in this subsection shall limit the authority of an arbitrator with respect to disciplinary penalties or discharges imposed in violation of Section 1 of Article IV; and (iii) no matter or controversy concerning the provisions of Article XXII hereof or the interpretation or application thereof shall be subject to arbitration.

4. This Agreement and its interpretation and application shall in all respects be governed by the law of the State of New York.

ARTICLE XVI

Posting

The Company will make bulletin boards available for the use of the Locals for the posting of notices. All notices shall be subject to the Manager's approval and he will also arrange for posting.

ARTICLE XVII

Notification and Publicity

1. The Company agrees to notify the Local and the National Officers of any matter affecting employees generally and concerning which the Union or Local is the certified bargaining representative and not covered by this Agreement as soon as the Foremen are notified.

2. On any grievance or other matter which has been negotiated between the Company and the Union or the Local, the Company will notify the Union or Local of any decision or determination before it notifies the employees affected.

ARTICLE XVIII

Financial Support

The Company shall not give financial aid to or otherwise support any labor organization. This, however, shall not prevent both parties to this contract from co-operating and exchanging such information essential for the furtherance of agreeable relations.

ARTICLE XIX

Lists of Hirings, Layoffs, and Transfers

1. The Business Agent or the President of a Local

will be given details on employees laid off for lack of work after notification has been given to the employees, and similar information on re-engaged employees after they have been re-hired.

2. The information will consist of the name, address, years of service, occupations, and ability rating of the employee (where used), and the name of the Foreman of the department involved. The Foreman will give to the Stewards information on extended layoffs whenever possible one week before the employee is laid off.

3. The Local will also be given lists of new employees after they have been engaged, their occupations, and their Foremen, and the Local will also be given details on transfers which are made through the Personnel Department.

ARTICLE XX

Traveling Time and Expenses

Hourly Rated and Salaried Employees traveling at the request and with the prior approval of the Company will receive

1. Payment at the rates applicable had they worked for all time spent in such travel; provided, however, that where transportation with sleeping accommodations is used, an additional one hour's pay at such rates for trip preparation shall be allowed, but no payment shall be made for traveling time between the hours of 6:00 p.m. and 6:00 a.m., or in excess of eight hours in any one day.

2. Reasonable expenses for transportation, meals and hotels wherever necessary. Where travel is by

automobile not owned by the Company, such transportation expense shall be at the rate of eight cents per mile or as negotiated locally, provided use of such automobile has been specifically approved in advance by the Company.

3. Traveling time and Expenses shall be itemized and submitted to Management for approval.

ARTICLE XXI

Local Understandings

1. The provisions of this Agreement are subject to all present local understandings, and such understandings will remain in effect unless changed in the manner provided in the following Section.

2. After the effective date of this Agreement, new local understandings will be recognized and made effective only where set forth in writing and signed by local management and the Local, and approved by the Company and the Union.

3. The existence of, or any alleged violation of, a local understanding shall not be the basis of any arbitration proceeding, unless such understanding is in writing and signed by the Company and Local.

ARTICLE XXII

Income Extension Aid

1. *General*

An employee with three or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available an Income Extension arrangement for use in the event of layoff for lack of work or plant closing.

2. *Computation of Income Extension Aid*

The Income Extension Aid shall be computed on the basis of one week's pay for each of the employee's full years of continuous service at the time of layoff. A "week's pay" for a salaried employee shall be the employee's normal straight-time weekly salary for the last full week worked by him. A "week's pay" for an hourly employee on daywork shall be calculated by multiplying his straight-time hourly rate which he was paid during the last week worked by him times the number of hours in the employee's normal workweek, up to 40 hours. A "week's pay" for an hourly employee on incentive shall be calculated by multiplying his average straight-time earning rate obtained from the last available periodic statistics applicable to time worked by him during his last week worked times the number of hours in the employee's normal workweek, up to 40 hours.

3. *Benefits Available at Layoff*

(1) An eligible employee laid off for lack of work, if not then eligible for optional retirement under the Pension Plan, may elect from the following:

(a) He may enter upon a course of instruction at a recognized trade or professional school in which event payments will be made to such school from the Income Extension Aid available to him (while he has continuity of service), upon written request therefor by the employee, to be applied to reasonable tuition charges and any other reasonable fees directly associated with the courses charged by the school.

(b) If he remains on layoff from the Company

for a single, uninterrupted period equal to the maximum duration for which unemployment compensation benefits are then payable in the State in which he is employed (for example, 26 weeks in New York State) payments from the Income Extension Aid available to him will be made, if he wishes, providing that he certifies that he is still unemployed and has exhausted his entitlement to any state unemployment compensation benefits. Such payments shall be made weekly, for as long as such unemployment continues, in amounts equal to one-half of the employee's weekly pay as defined in Section 2 until the full amount for which he qualifies is paid.

(c) In any event, at the end of one year on layoff, any balance in the Income Extension Aid available to him not theretofore paid will be paid in a lump sum to the employee.

(d) As a special option, he may choose, within 60 days of his being laid off, to terminate his employment and thus forego recall rights and any benefits under the Pension Plan except as noted below. He can then immediately collect the total amount of the Income Extension Aid available to him, his contributions to the Pension Plan and any vacation or other accumulated allowances due him. If he has rights under the Vesting Provision of the Pension Plan, he may prefer not to withdraw his Pension contributions so as to protect his Pension rights thereunder. This option (d) will not be available to an em-

ployee in any case where management determines, at time of layoff, that the employee's layoff will not exceed 6 months.

(2) An employee will not be entitled to receive any payments under the Income Extension arrangement after he has become eligible for optional retirement.

(3) Income Extension payments made under subsections (a), (b) and (c), above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said subsections (a), (b) and (c) above.

4. *Benefits Available at Plant Closing*

Whenever the Company decides to close a plant, the Company shall give notice of its decision to the Union, the local or locals involved and the employees concerned. Thereafter, as the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his employment by the Company may be terminated, subject to compliance with the provisions of this Section 4.

(1) Each employee shall be given at least one week's advance notice of the specific date of his termination.

(2) An eligible employee whose employment is terminated because of plant closing shall, if not then eligible for optional retirement under the Pension Plan, be entitled to the Income Extension Aid in a lump sum, for which he is eligible as described above, and any vacation or other accumulated allow-

ances due him, provided that he:

(a) After the announcement of the plant closing, continues regularly at work for the Company until the specific date of his termination, or

(b) Fails to continue regularly at work until the specific date of his termination due to verified personal illness or leave of absence, or

(c) Is on layoff for lack of work at the time of the plant closing.

(3) Such employee may request that his date of termination be advanced so that he can accept other employment and the local management will give due regard to this request.

(4) An eligible employee who will become eligible for optional retirement under the Pension Plan within one year either (i) from the time his employment would have been terminated as a result of a plant closing or (ii) from the time of his layoff if this is prior to the date of plant closing, and who meets the conditions specified in Subparagraphs (a), (b) and (c) of Subsection (2), may in lieu of receiving any Income Extension Aid described in this Section 4, later elect optional retirement when he reaches optional retirement age. His service would be protected until such age.

(5) An employee who is eligible for optional retirement under the Pension Plan at the time his employment is terminated because of a plant closing will not be granted Income Extension Aid.

5. *Vested Rights Under Pension Plan*

The receipt of Income Extension Aid will not affect

any rights the employee may have under the Vesting Provision of the Pension Plan.

6. *Lump Sum Payments*

Service credits previously accumulated, continuity of service, and recall rights will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum within the first 60 days of layoff under Section 3, or payment under the Plant Closing Section 4. However, in the event of subsequent rehire as a "new" employee within three years of any such termination, service credits and recall rights previously lost shall be restored provided repayment of the Income Extension Aid is made by the employee within a reasonable time after rehire.

7. *Non Duplication*

If any part of an employee's continuous service is used as the basis for an actual payment under any of the options of the Income Extension Aid arrangement, that part of his continuous service may not be used again for such purpose, either during that period of layoff or any subsequent period of layoff or plant closing, unless repayment has been made as provided in Section 6 above.

For example, if an employee with four (4) full years of continuous service chooses the tuition payment option during a period of layoff, the amount of such tuition payment would be converted into a service factor which would then be subtracted from his continuous service for the purposes of this arrangement. If the employee's normal weekly pay had been $100 and the tuition cost $50, the employee would have lost the use of one-half year of his continuous service for the purposes of this Income Extension Aid

and would have three and one-half years of such service available for future Income Extension Aid use, plus any additional years of service which he may acquire by continued Company employment.

8. *Definitions*

Plant Closing

The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue all Company operations at any plant, service shop or other facility.

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at any plant, service shop or other facility nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on lay off for lack of work.

9. *Other*

The provisions of this Article shall not be applicable where the Company decides to close a plant or lay off an employee because of the Company's inability to secure production, or carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees in a Company plant, service shop or other facility. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work, prior to the commencement of any such strike, interference or interruption.

10. A grievance arising under this article may be processed in accordance with the grievance procedure set forth in Article XIII. However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof shall be subject to arbitration under the provisions of Article XV hereof, except by mutual agreement.

ARTICLE XXIII
Military Pay Differential

Any employee with 52 or more weeks of service attending annual encampments of or training duty in the Armed Forces, State or National Guard or U. S. Reserves shall be granted a military pay differential for a period of up to 17 days annually. The employee shall be granted a credited service for such 17 day period or portion thereof during which he is absent. Such military pay differential shall be the amount by which the employee's normal wages or salary, calculated on the basis of a workweek up to a maximum of 40 hours, which the employee has lost by virtue of such absence exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.

Employees who have less than 52 weeks of service credits may also be absent for the reason and period set forth above without deduction of service credits for such absence but shall not be eligible for the military pay differential.

Employees may be permitted, in the discretion of management, to take a vacation and attend a military encampment at separate times and be granted both a

vacation pay allowance and a military pay differential. However, an employee may not receive a vacation pay allowance and a military pay differential for the same period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such vacation, but not exceeding the maximums specified above.

ARTICLE XXIV
Jury Duty

1. When an hourly-paid employee is called for service as a juror, he will be paid the difference between the fee he receives for such service and the amount of straight-time earnings lost by him by reason of such service, up to a limit of 8 hours per day and 40 hours per week.

2. When a salaried employee is called for service as a juror, he will continue to be paid his normal straight-time salary during the period of such service.

ARTICLE XXV
Absence for Death in Family

An hourly-paid employee with continuity of service who is absent from work solely because of the death and funeral of his or her parent, brother, sister, child, or spouse will be compensated, on the basis of his average straight-time earnings, for the time lost by him from his regular schedule by reason of such absence, up to a maximum of three days for each such absence and eight hours per day.

ARTICLE XXVI
Responsibility of the Parties

The parties recognize that, under this Agreement,

each of them has responsibilities for the welfare and security of the employees:

(a) The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly;

(b) Subject only to any limitations stated in this Agreement, or in any other agreement between the Company and the Union or a Local, the Union and the Locals recognize that the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner.

This Article does not modify or limit the rights of the parties, or of the employees, under any other provisions of this Agreement or under any other agreement between the Company and the Union or the Locals, nor will it operate to deprive employees of any wage or other benefits to which they have been or will become entitled by virtue of an existing or future agreement between the Company and the Union or a Local.

ARTICLE XXVII

Issues of General Application

This Agreement, the 1960 Settlement Agreement, the 1960 Wage Agreement and the 1960 Pension and Insurance Agreement between the parties are intended to be and shall be in full settlement of all issues which were the subject of collective bargaining between the parties in national level collective bar-

gaining negotiations in 1960. Consequently, it is agreed that none of such issues shall be subject to collective bargaining during the term of this Agreement and there shall be no strike or lockout in connection with any such issue or issues; provided, however, that this provision shall not be construed to limit or modify the rights of the parties hereto under Article VI, Section 1, and Article XIV of this Agreement.

ARTICLE XXVIII

Duration of Agreement

This National Agreement shall be effective as of October 24, 1960 between the Company, the Union and each of the IUE (AFL-CIO) Locals now certified as the representative of Company employees, as set forth in the Preamble to this Agreement, and shall continue in full force and effect to and including the 29th day of September, 1963, and from year to year thereafter unless modified or terminated as hereinafter provided.

ARTICLE XXIX

Modification and Termination

(a) Either the Company or the Union may terminate this National Agreement by written notice to the other not more than sixty days and not less than thirty days prior to September 29, 1963 or prior to September 29 of any subsequent year. Not more than 15 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of a

new agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.

(b) If either the Company or the Union desires to modify this National Agreement, it shall, not more than 60 days and not less than 30 days prior to September 29, 1963 or prior to September 29 of any subsequent year, so notify the other in writing. Not more than 15 days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering changes in this National Agreement, and a proposal for a revision of wages which may be submitted by either the Company or the Union.

If settlement is not reached by September 29, 1963 or September 29 of any subsequent year, this National Agreement shall continue in full force and effect until the tenth day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout.

ARTICLE XXX

Notices

All notices given under the provisions of this Agreement shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the International Union of Electrical, Radio and Machine Workers (AFL-CIO), 1126 16th Street, N.W., Washington 6, D.C., or to such other address the Union shall furnish the Company in writing, and if to the Company, to General Electric Company, 570 Lexing-

ton Avenue, New York 22, N. Y., or to such other address the Company shall furnish the Union in writing.

Dated: October 22, 1960
New York, N. Y.

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS (AFL-CIO)	GENERAL ELECTRIC COMPANY
John H. Callahan	Philip D. Moore
David J. Fitzmaurice	E. J. Ritter
James Lawalin	T. F. Hilbert, Jr.
Albert F. Litano	John R. Baldwin
H. A. McManus, Jr.	Herbert R. Northrup
	E. S. Willis
	R. E. Zook
	James A. Reid

1960-1963

WAGE AGREEMENT

1960-1963 WAGE AGREEMENT

1. The increases provided for herein include those made effective through October 1, 1960, and this Wage Agreement replaces and supersedes the Wage Agreement between the Company and the Union dated the 25th day of August, 1955.

2. General Increases

(a) Effective as of the dates indicated below, the Company will grant, in the manner provided herein, general wage and salary increases as follows:

Date	*Increase*
October 24, 1960	3%
April 2, 1962	4%

(provided that, in any bargaining unit whose local union notifies local management in writing not later than December 16, 1960 that it chooses the Holiday-Vacation Option, the figure "4%" in the preceding line shall be deemed to read "3%").

(b) The percentages set forth in (a) above shall, for the appropriate periods as indicated, constitute the percentage factors by which

(1) The Standard Day Work Step Rates in effect on October 1, 1960 as shown in Column 1 of Table I of Section 3 hereof, shall be increased as shown in the other columns of said Table I;

(2) The gross earnings of salaried employees (prior to calculation of any night shift differential) shall be increased after such earnings have been computed on the basis of the em-

ployee's salary rate in effect on the date immediately prior to the effective date of each such increase, and

(3) The gross earnings of incentive workers (excluding any night shift differential), computed in accordance with the formula and procedures in effect and applicable to such incentive work at the time of its performance, shall be increased

3. Table 1 set out below shows the Standard Daywork Step Rate Structure as modified as a result of the wage increases provided for by Section 2 of this Agreement:

TABLE 1

DAYWORK STEP RATES

(1)	(2)	(3)		(4)
In effect 10/1/60 (Incl. 10% C.L.)	*Effective 10/24/60 (3%)*	*Effective 4/2/62 Applicable as elected* (3%)	*or*	(4%)
1.355	1.395	1.435		1.45
1.385	1.43	1.475		1.485
1.42	1.465	1.51		1.525
1.455	1.50	1.545		1.56
1.49	1.535	1.58		1.595
1.525	1.57	1.615		1.635
1.56	1.61	1.66		1.675
1.595	1.645	1.695		1.71
1.63	1.68	1.73		1.745
1.665	1.715	1.765		1.785
1.70	1.75	1.805		1.82
1.735	1.785	1.84		1.855

1.77	1.825	1.88	1.90
1.805	1.86	1.915	1.935
1.845	1.90	1.955	1.975
1.89	1.945	2.005	2.025
1.93	1.99	2.05	2.07
1.975	2.035	2.095	2.115
2.02	2.08	2.14	2.165
2.08	2.14	2.205	2.225
2.145	2.21	2.275	2.30
2.21	2.275	2.345	2.365
2.275	2.345	2.415	2.44
A 2.35	2.42	2.495	2.515
2.45	2.525	2.60	2.625
B 2.545	2.625	2.705	2.73
C 2.655	2.735	2.815	2.845
2.765	2.85	2.935	2.965
2.875	2.96	3.05	3.08
2.985	3.075	3.165	3.20
3.065	3.16	3.255	3.285
3.155	3.25	3.35	3.38
3.24	3.34	3.44	3.475
3.33	3.43	3.535	3.565
3.415	3.52	3.625	3.66
3.495	3.60	3.71	3.745
3.585	3.695	3.805	3.845
3.675	3.785	3.90	3.935
3.76	3.875	3.99	4.03
3.85	3.965	4.085	4.125
3.93	4.045	4.165	4.205
4.015	4.135	4.26	4.30
4.105	4.23	4.355	4.40
4.19	4.32	4.45	4.495
4.28	4.41	4.54	4.585
4.36	4.49	4.625	4.67

A—Top of the progression schedule (In a few works, the top of the progresston schedule will be below the rates opposite A)

B)
C) —Rates applicable to Transfers (Article X, (2) (a) (4) (a and b)

Note: Rates below those shown will be on steps of not less than 3¢.

Rates above those shown will be on steps of not less than 8¢.

4. The wage increases herein provided shall be applicable to all employees (both hourly paid and salaried) in bargaining units certified to the IUE (AFL-CIO) or its affiliated IUE (AFL-CIO) Locals as of October 24, 1960 which as of that date were listed in the Preamble of the 1960 GE-IUE (AFL-CIO) National Agreement. Employees in any bargaining unit for whom the IUE (AFL-CIO) or any of its Locals shall be certified as the collective bargaining representative after the effective date of this Agreement shall receive pay increases consistent with those provided for by Section 2 of this Wage Agreement, but only insofar as such increases shall, by the terms of said Sections, become effective after the date of such certification.

5. The provisions of this Wage Agreement shall continue in full force and effect between the parties hereto, to and including the 29th day of September, 1963.

Dated: October 22, 1960
New York, N. Y.

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS (AFL-CIO)	GENERAL ELECTRIC COMPANY
John H. Callahan	Philip D. Moore
David J. Fitzmaurice	E. J. Ritter
James Lawalin	T. F. Hilbert, Jr.
Albert F. Litano	John R. Baldwin
H. A. McManus, Jr.	Herbert R. Northrup
	E. S. Willis
	R. E. Zook
	James A. Reid

1960


JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER

1961


JANUARY
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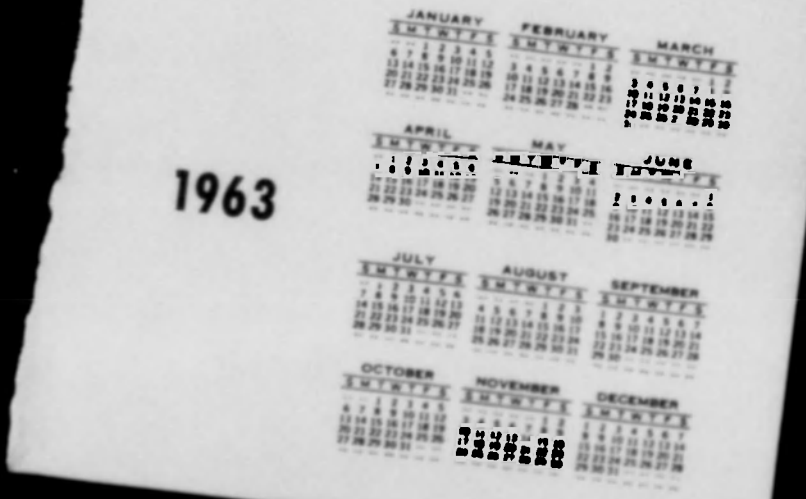
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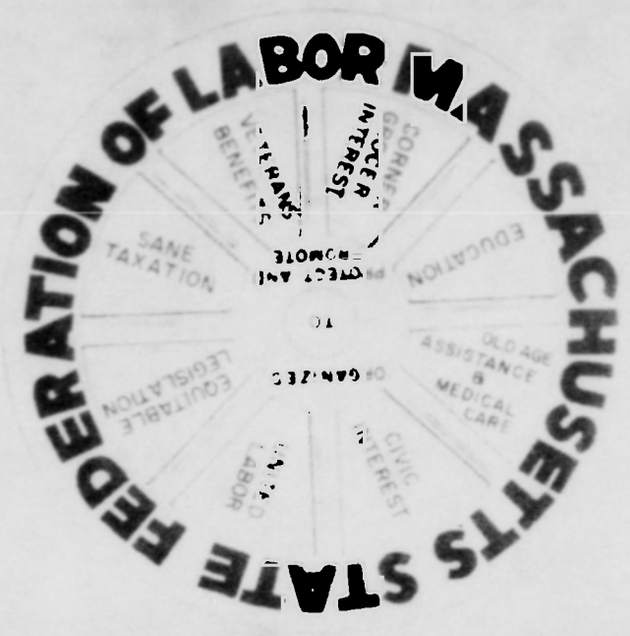
NOVEMBER
DECEMBER


FEDERATION OF LABOR MASSACHUSETTS STATE
ORGANIZED
TO
PROTECT AND PROMOTE
CORNER GROCER INTEREST
EDUCATION
OLD AGE ASSISTANCE & MEDICAL CARE
CIVIC INTEREST
UNITED LABOR
EQUITABLE LEGISLATION
SANE TAXATION
VETERANS BENEFITS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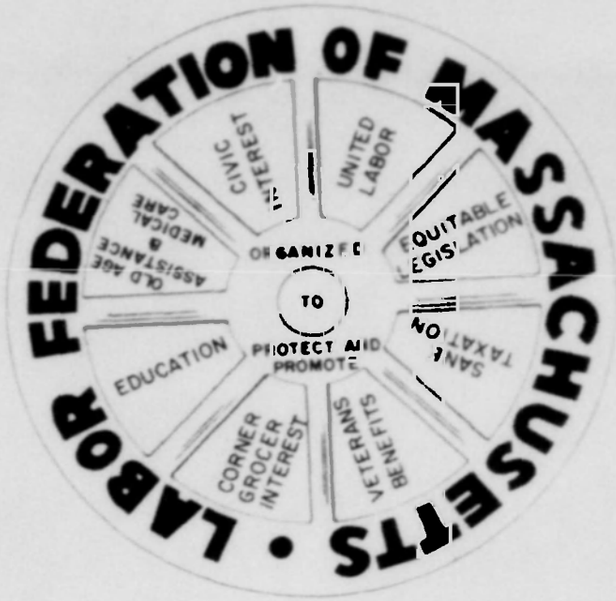
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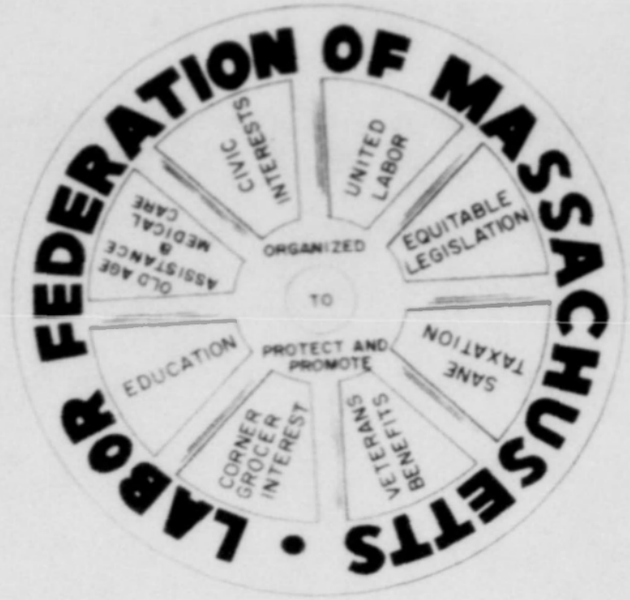
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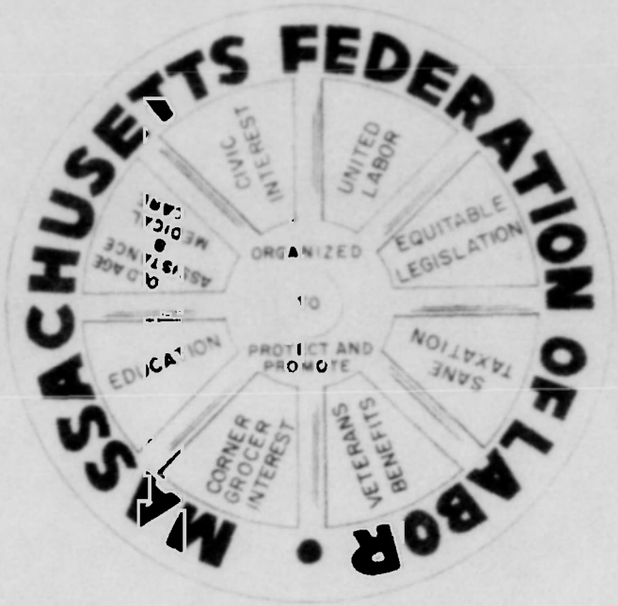
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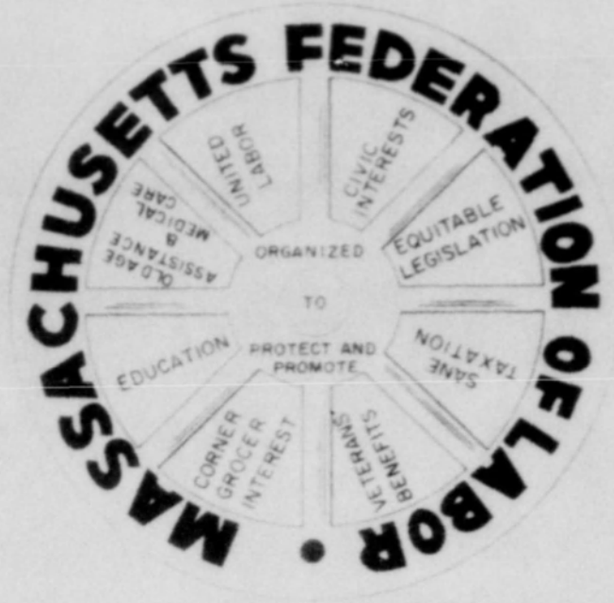
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ADMINISTRATIVE FILE
General Electric
Industrial Trans. Dept.
X 2.42

INTERNATIONAL BRO
OF
TEAMSTERS·CHAUFFEURS·WAREHOUSEMEN & HELPERS
OF AMERICA

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

Office of
NICHOLAS P. MORRISSEY
GENERAL ORGANIZER
650 BEACON STREET

BOSTON 15, MASSACHUSETTS
Telephone: COmmonwealth 6-2934

6 July 1953 - 2:20 pm
a i r

Subject: General Electric, Lynn.

Einar O. Mohn, Assistant to the General President
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
100 Indiana Avenue, Northwest
Washington 1, D. C.

Dear Sir and Brother:

Re your letter to me on subject matter, please find attached copy of report on meeting held 25 June 1953 in Lynn, Massachusetts and attended by William A. Nealey, Secretary-Treasurer of Local 42.

This report should give you the present status of the possibility of organizing there. If there is anything further you need on subject case, please advise me.

With kind personal regards,

Fraternally

Nicholas P. Morrissey

NICHOLAS P. MORRISSEY
General Organizer

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UNION LABEL of
Office Employes

COPY

REPORT OF MEETING ON ORGANIZING CRAFTS WITHIN GENERAL ELECTRIC

June 25, 1953

Meeting convened 10:00 A. M. Thursday, June 25, 1953, 33 Market Sq., Lynn.

See attached list of representatives of various crafts who were present.

President Brimlaw of the Motel Trades Department, A. F. of L., who had called this meeting failed to appear.

Thomas E. Maloney, American Federation of Technical Engineers acted as Chairman.

He explained to representatives that the Technical Engineers had had a strike at the General Electric Plants and they had found during this strike, that there was a sentiment among workers throughout the plants to organize under the A. F. of L. banner.

At the present time the plants are under Contract with IUE-CIO and the U. E. Independent Locals, with the latter having a large membership in the plants. These organizations cover both the three plants in Lynn and the plants in Everett, Massachusetts.

According to information given, the Contract now in force covers production workers and maintenance workers, and in discussing the question the representatives present at this meeting seemed to believe that the National Labor Relations Board would not split the workers into craft units.

It was further brought out that if the A. F. of L. were able to organize the G. E. plants, they would each want to organize their own Crafts within the plants.

The attitude of all representatives clearly expressed a marked degree of jealousy in regard to Craft jurisdiction.

The Tachaical Engineers reported they had circulated hundreds of A. F. of L. applications through the plants and that they expected quich response to same. In addition they had had the help of inside workers in circulating these applications, and from this source had received about four hundred signed applications already. It was brought out that in order to file for an N. L. R. B. Election, applications would have to be filed by July 15, 1953 and the representatives present felt that it would be impossible to secure enough applications by that time to warrant an election by July 15th.

At this meeting and later verified by local newspaper accounts the U. E. Independent Local were actively distributing applications among the employees of these plants and were also seeking an election.

For a number of years there has been a split among the workers, but the CIO-IUE following two or three different N. L. R. B. elections has been successful in defeating U. E. However, the final count after the last such election showed that they had won by a very small margin.

Representatives were informed that this move toward A. F. of L. was reflected in every Craft, from Teamsters (see below) to the O. E. I. U. A. F. of L., where the clerical employees had already signed over 3500 applications, and were ready to apply for election under this banner.

It was finally decided that when Mr Maloney had the applications returned to him that he would give them to the various crafts to which they belonged and they in turn would contact the individual applicants believing that the personal contact would show these workers that they were interested in organising them.

These applications would of course be cleared through the Regional Office of the American Federation of Labor.

The meeting adjourned on this resolve: To wait until applications were turned in.

Foot-note:

William A. Nealey, representing at this meeting tha International Union and Mr Nicholas P. Morrissey, Gemaral Organiser reported the fact that he had had a meeting on June 22nd, with a committee representing truck drivers and helpers within the General Electric plants, and that they too are anxious to affiliate with the A. F. of L. He explained that we would in addition to Truck Drivers, take in all other crafts within our International atructure. After a lengthy meeting with this Committee these men agreed to check tha various units eligible for membership and would bring back a report of the number in each Craft eligible for membership within the meaning of the International Constitution.
This group took with them 400 applications for membership in Local 42, Lynn, but believad the eligible membership would exceed eight hundrad.

Fraternally submitted,

William A. Nealey, Sec't-Treas. Local 42
Representing N. P. Morrissey, Organiser
International Brotherhood of Teamsters.

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CRAFT REPRESENTATIVES ATTENDING
SPECIAL ORGANIZING MEETING
JUNE 25, 1953

Michael J. Walsh	New England Ref. Div.
Daniel J. Healy	Gen. Org. A. F. of L.
James Cole	Int'l. Iron Workers
W. M. Welsh	Int'l. Union Operating Engrs.
James J. Dunne	Int'l Bldg. Laborers
Jeremiah Calnan	Bldg. Laborers Local # 290, Lynn.
John A. MacDonald	Carpenters Local Union # 595, Lynn, Mass.
James E. Brown	Sheet Metal Workers
John J. Regan	Int'l. V-Pres. I. B. E. W.
Herold B. Oliver	Business Mgr., Local # 377, I. B. E. W.
Herold F. Reardon	O. L. R. Int'l. Assoc. of Machinists
Clarence A. Starrett	Bro. Painters Agent
Stephen Angleton	S. O. Bro. Painters
William A. Nealey	International Brotherhood of Teamsters
Walter T. McLeod, Jr.	Local 12 Bricklayers
J. C. O'Toole	United Assoc. of Plumbers & Fitters
B. A. Cameron	Local # 801 V. A. Agent
Thomas E. Maloney	Tech. Engrs.
James R. MacDonald	Engrs. # 4

LOCAL ADMIN. FILE
42
x Metal Trades
x

JUNE 22, 1953

Mr. Nicholas P. Morrissey, General Organizer
International Brotherhood of Teamsters
650 Beacon Street
Boston, Massachusetts

Dear Sir and Brother: Re: General Electric, Lynn

The following telegram has been received here and we transmit it to you so that you may designate someone to represent our International Union on the occasion of the meeting on Thursday of this week. Will you give this office a resume of what transpired at the meeting?

"Strong indications that maintenance employes General Electric Plant, Lynn, Massachusetts desire American Federation of Labor membership. To fully examine possibilities meeting of International representatives of crafts affected called for ten a.m. on Thursday, June 25th in West Lynn Security Building, 33 Market, Lynn, Mass. Please advise this office who your representative will be at this meeting".

Fraternally yours,

Einar C. Mohn, Assistant to
the General President.

EOM:aw

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WESTERN UNION

Telefax

WASHINGTON DC 19

DAVE BECK, PRESIDENT INTL BRO TEAMSTERS CHAUFFEURS ETC

100 INDIANA AVE NORTHWEST WASHDC 13

STRONG INDICATIONS THAT MAINTENANCE EMPLOYES GENERAL ELECTRIC PLANT, LYNN, MASSACHUSETTS DESIRE AMERICAN FEDERATION OF LABOR MEMBERSHIP. TO FULLY EXAMINE POSSIBILITIES MEETING OF INTERNATIONAL REPRESENTATIVES OF CRAFTS AFFECTED CALLED FOR TEN A.M. ON THURSDAY, JUNE 25TH IN WEST LYNN SECURITY BUILDING, 33 MARKET, LYNN, MASS. PLEASE ADVISE THIS OFFICE WHO YOUR REPRESENTATIVE WILL BE AT THIS MEETING

J A BRONNLOW PRESIDENT METAL TRADES DEPT AFL.

141P Jun 19 43

LOCAL ADMIN. FILE

42

X Metal Trades

X

1970 (1-51)